



Portugal Cove  
St. Philip's



# Portugal Cove-St. Philip's – Country Gardens Road Upgrades

## Invitation to Tender – Country Gardens Road Upgrades

Project #PCSP-PW-2026-01

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**Issue Date: May 14, 2025**

Bids marked “Country Gardens Road Upgrade” will be received at the Town of Portugal Cove-St. Philip's, Town Hall, 1119 Thorburn Road, NL, A1M 1T6 up to 2:00 PM, May 29, 2026, to provide complete project management and construction for the upgrading of Country Gardens Road & Blue Bell Bend - located in the Portugal Cove-St. Philip's within the Country Gardens Subdivision. We are seeking a highly experienced roadway/excavation contractor to upgrade these roadways.

Please submit your inquiries to:

Alex Rogers, Public Works Manager

1119 Thorburn Road, NL, A1M 1T6,

by telephone to 895-8000, by fax to 895-3780 or by email to [procurement@pcsp.ca](mailto:procurement@pcsp.ca)

**Closing Date: 2:00 PM, Thursday, May 29, 2026.**

**Opening Date: 2:30PM, Thursday, May 29, 2026.**

These project documents have been prepared for use with and require being read in conjunction with the Municipal Water, Sewer and Roads Master Construction Specifications, latest revision, as published by the Department of Transportation & Infrastructure and can be found at:

<https://www.gov.nl.ca/ti/mi/mwsr/>

This is a unit price contract and final quantities may vary. There shall be no adjustment of unit prices for quantities exceeding or less than those bid.

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## **DESCRIPTION OF WORK**

The scope of repairs includes the following:

- Removal and disposal of old asphalt.
- Removal of subbase and base materials and any unsuitable subgrade material.
- Preparation of subgrade.
- Placement and preparation of subbase and base materials.
  - o 150mm Class "B"
  - o 100mm Class "A"
- Placement of base course and surface course asphalt (40mm lifts, 80mm total).
  - o Paving width to match existing conditions.
- All driveways to be saw cut in straight lines, uniform in width per driveway, no less than 0.5m from road edge.
  - o Finish grade of new asphalt to replicate existing, to prevent modifications to existing driveways.
- 0.3m of topsoil & hydraulic seeding reinstatement, to be set 50mm below surface asphalt.

## INSTRUCTION TO BIDDERS

### 1. TENDERS

- a. Envelopes containing the Tender are to be clearly marked and forwarded to the Owner at the below address:

Tender for  
Town of Portugal Cove-St. Philip's  
1119 Thorburn Road Portugal Cove-St. Philip's, NL  
Attn: Manager, Public Works  
Country Gardens Road Upgrades – PCSP-PW-2026-01

The name and address of the Bidder and the closing time must be shown on the envelope.

Or emailed to [procurement@pcsp.ca](mailto:procurement@pcsp.ca), with subject: Country Gardens Road Upgrades – PCSP-PW-2026-01.

- b. Tenders must be received at the above address on or before the exact closing time, (2:00 p.m. NST) and date (May 29, 2026) indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.
- c. The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the time of tendering.
- d. Before submitting a tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- e. The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

### 2. TENDER DOCUMENTS

- a. The Tender Documents consist of the Instructions to Bidders, Tender Bid Form, Form of Agreement and any Amendments to the Contract Documents issued during the tender period.
- b. Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

### 3. TENDER SURETY AND BONDING

- a. Bidding Security

Every tenderer shall submit with their Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and made out in favor of the Town of Portugal Cove-St. Philip's.

The bid bond shall be at least ten percent (10%) of the tendered amount (without HST). All bids, regardless of monetary value require a Bid Security of at least ten percent (10%) of the bid amount (without HST), with a minimum security of five hundred dollars (\$500.00). Bid Securities shall be in the form of a Bid Bond or Certified cheque in favor of the Town of Portugal Cove – St. Philips. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.

The terms of the bid security will be invoked, and the amount retained by the Owner, if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the required insurance and commence work within thirty (30) days; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

Failure to submit a bid security in accordance with requirement, shall result in rejection of bid submitted.

b. Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price (exclusive of HST). The Performance Security is to be received not later than fourteen (14) calendar days after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than \$25,000.

In lieu of the Performance Bond, the Town may accept at its sole discretion an approved certified cheque for ten percent (10%) of the tendered amount (exclusive of HST). The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

c. Labour and Materials Payment Bond

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price (exclusive of HST). The Labour and Materials Payment Bond is to be received not later than fourteen (14) calendar days after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than \$25,000.

In lieu of the Labour and Materials Bond, the Town of Portugal Cove – St. Philips may accept at its sole discretion an approved certified cheque of ten percent (10%) of the tendered amount (exclusive of HST). The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

d. E-Bonds

Contractors may provide Bid Bonds, Performance Bonds as well as Labour and Material Payment Bonds in either paper or electronic format (E-Bonds)

In accordance with the recommendations of the Surety Association of Canada, the E-Bonds shall be digitally verifiable through a third-party digital certification service provider that can maintain integrity of the E-Bond content and provide secure access to the E-Bond such as Mobile Bonds, Xenex Enterprises or Trisura Guarantee Insurance Company.

- e. Contractors are advised that Certified cheques, money orders, or bank drafts from a recognized financial institution registered to do business in the Province of Newfoundland and Labrador, are acceptable forms of Bid Surety and Bonding in lieu of Bonds for Bidding Security, Performance Bonds, and Labour and Materials Payment Bonds. No other forms of Bid Surety and Bonding, including cash, will be accepted.
- f. Where a Certified cheque, money order or bank draft is the format chosen by the Bidder, the Bidder may submit the Certified cheque, money order or bank draft in person at the Town Hall or via registered post no later than three (3) days after the submission deadline or the bid will be disqualified.

#### 4. COMPLETION OF TENDER FORM

- a. The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Tenderer entered in the "Name of Bidder" space on the tender envelope. The Tenderer should retain a copy of the tender for its records.
- b. Type or legibly print the information required on the Tender Form.
- c. Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.
- d. Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, the Sole Proprietor will sign where indicated in the presence of a witness who will also sign where indicated. Insert the words "Sole Proprietor" next to the signature.

In the case of a Partnership, all partners will sign where indicated in the presence of a witness who will also sign where indicated. Insert the word "Partner" next to signatures.

In the case of a Limited Company, authorized signing officers in the presence of a witness who will also sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

- e. Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience, and list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.

- f. If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.
- g. Failure to acknowledge receipt of addenda shall be considered an incomplete tender.

## 5. UNACCEPTABLE TENDERS

- h. Tenders not submitted on the Tender Form provided will not be considered.
- i. Faxed tenders will not be accepted.
- j. Tenders received after the Tender closing time will not be considered.
- k. Incomplete Tenders will be rejected.
- l. Tenders not accompanied by an approved security in the correct amount will be rejected.
- m. Tenders containing qualification or additional clauses to the Tender Form will be rejected.
- n. Incorrectly prepared tenders may be rejected.
- o. For unit prices in a Stipulated Contract and under a Unit Price Contract, bidders are required to enter a unit price for each and every item bid; this includes lump sum bid items. If any unit price or lump sum price as a unit is omitted by the bidder, then the bid shall be considered incomplete and automatically rejected.

## 6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments must be submitted either via courier or in-person and be contained in a sealed envelope marked AMENDMENT – Country Gardens Road Upgrades – PCSP-PW-2026-01. It is the responsibility of the bidder to ensure receipt of an amendment by the Town.

## 7. WITHDRAWAL OF TENDERS AND AMENDMENTS

Bids may be withdrawn without penalty by courier or email ([procurement@pcsp.ca](mailto:procurement@pcsp.ca)) request if received prior to the time fixed for the opening. It is the responsibility of the bidder to ensure receipt by courier, fax or in person, by the Town.

## 8. SUBSTITUTION OF MATERIALS

Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified, the choice shall be left to the Contractor. Where only one brand name is stated there shall be no substitution.

## 9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix N/A.

## 10. ACCEPTANCE OF TENDER

- a. The Town will not necessarily accept the lowest price nor any tender and reserves the right to cancel this solicitation at any time. The lowest, or highest ranking, or any bid may not necessarily be accepted.
- b. The Town reserves the right to remove a portion of the work identified within, from the work to be completed.
- c. Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents, and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement (Appendix B - Form of Agreement) with the Owner within thirty (30) days of the date of the letter of intent.

## 11. CERTIFICATE OF RECOGNITION

The contractor and subcontractors shall within fourteen (14) calendar days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition (COR) Program from the Newfoundland and Labrador Construction Safety Association, as well as provide a letter of clearance from Workplace NL. These documents must be valid at the date of the Submission Deadline.

## 12. PERIOD OF WORK

- d. Unless otherwise specified or approved by the Town, the contractor shall be mobilized and on the work site on July 6<sup>th</sup>, 2026, after execution of a signed contract agreement.
- e. No work is to commence before the date of the formal agreement.

## TENDER BID FORM

Tender for: **Town of Portugal Cove-St. Philip's**  
**1119 Thorburn Road Portugal Cove-St. Philip's, NL**  
**Attn: Manager, Public Works**  
**Country Gardens Road Upgrades – PCSP-PW-2026-01**

- a. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Description of Work, Instructions to Bidders, all Addenda, as well as any other documents included as part of the Tender package for this project

WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work as outlined in Appendix C: Repairs Areas for the sum of:

\_\_\_\_\_

(\$ \_\_\_\_\_ )

\_\_\_\_\_

In lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

- b. The work will be substantially performed by August 28, 2026.
- c. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
- i. A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or,
  - ii. A certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section d) below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

- d. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:
- i. Execute the Form of Agreement;
  - ii. If specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
  - iii. Complete substantially all the work included in the contract within the time and under conditions specified.
- e. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
- f. WE declare that the rates and prices variously set forth in the Tender Price Table (Appendix A) have been correctly computed for the purposes of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes and handling charges and all transportation and all other charges.
- g. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all coordination fees, insurance premiums and all other charges.
- h. WE understand and agree to list the name of sub-contractors and suppliers whose bids have been used in the preparation of this tender price on the List of Sub-Contractors Form. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitutions shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

- i. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
- j. WE here acknowledge receipt of the following addenda, if applicable:

Addendum No(s)
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- k. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

**SIGNATURE OF TENDERER**

Firm Name: \_\_\_\_\_

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

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witnessed By

\_\_\_\_\_  
Date:

Corporate Seal

**LIST OF SUB-CONTRACTORS**

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in “By own forces” in the Company Name column.

This form was completed and submitted by:

Name:	
Address:	
Date:	

This form is an integral part of the Tender and shall be submitted as part of the Tender bid if sub-contractors are to be used.

Work	Category: Sub-contractor or Manufacturer or Supplier	Company Name	Address

For each category identified in the table above, work experience references may be required by the Owner.

**APPENDIX A: TENDER PRICE TABLE**

**APPENDIX B: FORM OF AGREEMENT**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two thousand and \_\_\_\_\_

BY AND BETWEEN

The Town of Portugal Cove-St. Philip’s, herein called the “Owner”

AND

\_\_\_\_\_  
\_\_\_\_\_

herein called the “Contractor”

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

**ARTICLE A-1 THE WORK**

The Contractor shall:

Perform all the Work required by the Contract Documents for Tender Country Gardens Road Upgrading – PCSP-PW-2026-01 which has been signed in duplicate by both the parties. Do and fulfill everything indicated by this Agreement, and

Commence the Work by the 6<sup>th</sup> day of July 2026 and substantially perform the Work of this Contract by the 28<sup>th</sup> day of August 2026.

**ARTICLE A-2 CONTRACT DOCUMENTS**

The contract documents include all drawings; specifications and any addenda issued as part of the tender package.

**ARTICLE A-3 CONTRACT PRICE**

The Owner shall pay to the Contractor in lawful money of Canada for the performance of the Contract, the amounts determined for each of the items of work completed at the unit price stated in the unit price table, subject to the adjustments provided herein and in the General conditions of the contract. The quantities contained in the tender price table are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

The Contract Price is \_\_\_\_\_

\_\_\_\_\_ Dollars,

(\$\_\_\_\_\_ ) HST included, in Canadian funds.

**ARTICLE A-4 PAYMENT**

- a. Subject to applicable legislation and, in accordance with prescribed regulations and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
  - i. Make monthly payments to the Contractor on account of the Contract Price;
  - ii. Upon Substantial Performance of the work pay to the Contractor any unpaid balance of holdback monies then due; and
  - iii. Upon Total Performance of the Work pay to the Contractor any unpaid balance of the Contract Price then due.

**ARTICLE A-5 ADDRESSES FOR NOTICES**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner at 1119 Thorburn Road, Portugal Cove-St. Philip's, NL A1M 1T6

The Contractor at \_\_\_\_\_

The Project Manager at \_\_\_\_\_

**ARTICLE A-6 SUCCESSION**

The General Conditions of the contract, and all other aforesaid contract documents, are all to be read into and form part of this Agreement and the whole shall constitute the contract between the parties and subject to law and the provisions of the contract documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

OWNER

CONTRACTOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Additional Notes**

### **PROVINCIAL SUPPLIER ALLOWANCE**

In the evaluation of submissions, the Town must apply a ten per cent (10%) reduction to the bid price of a provincial supplier prior to the evaluation based on the thresholds for the Canadian Free Trade Agreement (CFTA). The 10% reduction only needs to be applied when the evaluation includes suppliers that are not provincial suppliers.

The submission with the lowest price, following the application of the provincial supplier reduction allowance if required, and that meets all the requirements will ultimately be determined to be the preferred supplier and be awarded a contract if an award is made.

### **ATIPPA**

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.

### **PUBLIC OPENING**

During the Covid-19 pandemic, the Town changed some of its operating practices, such as a digital public opening and acceptance of electronic submissions. These practices remain, to ensure health and safety of staff. Tenders will be opened at the Town Hall, 1119 Thorburn Road, on May 29, 2026, at 2:30 pm NST, after the submission deadline. Anyone is welcome to attend in person or join the Zoom opening by using this link <https://us02web.zoom.us/j/7098958000> with Meeting ID: 7098958000.

### **MUNICIPAL CONDUCT AND CODE OF CONDUCT COMPLIANCE**

For the purposes of this procurement and any resulting contract, all contractors, subcontractors, consultants, and their employees or agents engaged by the Town and acting under the direction of the Town shall be deemed to be Municipal Officials as defined under the Municipal Conduct Act. Accordingly, such parties are subject to and shall comply with the Town's Code of Conduct, as amended from time to time. The Code of Conduct is available at the following link:

[<https://pcsp.ca/your-government/policies-by-laws/>]

Failure to adhere to the Municipal Conduct Act and/or the Town's Code of Conduct may result in corrective action by the Town, including but not limited to termination of the contract.

## **APPENDIX C: GENERAL CONDITIONS OF A UNIT PRICE CONTRACT**

## **APPENDIX D: SUPPLEMENTAL GENERAL CONDITIONS**

## **APPENDIX D: CERTIFICATE OF INSURANCE**