



Rideau Lakes

Tender

WINTER MAINTENANCE CONTRACT

Crosby Patrol

During the winter seasons of 2021-2022, 2022-2023, 2023-2024

PW2021-10

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1.0 Interpretation/Definitions

In this document,

- a. **Bidder:** means any qualified person or contractor submitting a price for this tender.
- b. **Bid:** means the proposal as submitted and the related price.
- c. **Qualified Person:** means a person that has all the appropriate licenses & training to operate the specified equipment and has operated a similar piece of equipment for winter maintenance purposes. The person shall understand and be able to operate the equipment including all apparatus & controls in a safe, effective and efficient manner while completing the work. The operator shall also understand and operate the equipment in accordance with the Township of Rideau Lakes' standards. In addition spreader equipment operators shall be able to operate the loader placed at the patrol in a safe and efficient manner.
- d. **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- e. **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the Township qualification procedures.
- f. **Township:** means The Corporation of the Township of Rideau Lakes and its successors, assigns and "Owner". In this document it may be referred to as the Township.
- g. **Owner:** means the party to the Contract whom the Work is being performed.
- h. **Worker:** means a competent person that is trained, knowledgeable and capable of completing defined work at a productive rate deemed reasonable by the Roads Coordinator.
- i. **Specifications, the Special Provisions:** the "Instructions to Bidders", any other documents listed in the Tender and any Addenda thereto issued by the Township.
- j. **Standby Rate:** means a daily fixed rate. If specified in any item in this contract agreement, this fixed cost rate is paid for each day that the unit is available for work or is working in accordance with the Contract Documents.
- k. **Commercial Motor Vehicle:** is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- l. **Response Time:** means the Contractor shall respond to call-outs and have commenced the tendered work within **sixty (60) minutes** of being called by the Construction Supervisor or his/her designate.
- m. **Designated Operators:** The Contractor shall supply, to the Township, a minimum of two (2) and a maximum of five (5) names of qualified persons for the equipment successfully tendered.
- n. **Business Day:** means any day which is not (i) a Saturday or a Sunday or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.
- o. **CVOR Abstract:** means a Level 2 CVOR Abstract obtained from the Ministry of Transportation.
- p. **CVOR Certificate:** means a Commercial Vehicle Operator's Registration certificate issued under the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- q. **CVOR Holder:** means a person to whom a CVOR Certificate was issued that has not been cancelled.
- r. **Unacceptable CVOR Record:** means a CVOR Abstract in which either:
 - (1) Rated "conditional" or "unsatisfactory" under the Ministry's Carrier Safety Rating Program;
 - (2) The "Current Violation Rate" is 65% or higher; or

(3) The value recorded in the "Threshold Override" is not 100.00%

- s. **Person:** means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, township, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of a person to whom the context can apply according to law.
- t. **Contract:** means this maintenance contract that defines the undertaking by the Township and the Contractor to perform their respective duties, responsibilities and obligations.
- u. **Non-qualified contract:** means a contract that is not tendered in accordance with the Township qualification procedures.
- v. **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the Township.
- w. **Work:** means the total services required by the contract documents.
- x. **Working Area:** means all the lands/easements owned or acquired by the Township for the Work.

2.0 Information to Bidder Inquiries During Tender Period

All inquiries relative to these Tender documents shall be directed to Dan Chant, Roads Coordinator at dchant@rideaulakes.ca or call 1-800-928-2250 Ext 227.

No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

Bid Submission

The Bidder shall comply with the following instructions. Those failing to do so may be subject to disqualification.

Bids shall be made in the format specified in this section, include the forms in Section 4, and fully contemplate the Special Provisions for Tender outlined in Section 3.

Bids shall be properly labeled in the subject line with the Tender number PW2021-10 and emailed no later than the Closing Date and Time.

Bids are to be submitted by email to: dchant@rideaulakes.ca. No sealed/hard copy submission is required.

Proposals will be received until 11:00a.m. E.S.T., February 17, 2021. It is the Bidder's responsibility to ensure that the bid submission is received by the Township prior to the submission deadline.

All proposals received will be held, unopened, and in strict confidence until after the closing date and time.

All entries must be clear and legible and made in ink. All items shall be bid according to any instructions in this document and with entries made for unit price, lump sum, extensions and totals as appropriate.

Tenders that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected. Erasures, overwriting or strikeouts are to be initialed by the person signing for the Bidder.

The forms must be signed in the space provided by an authorized official of the Bidder. If a joint bid is submitted, it must be signed on behalf of each Bidder.

The Contractor shall complete & submit the following original documentation with the tender:

- Form "A" Contractor's Information Form
- Form "B" Occupational Health and Safety Statutory Declaration
- Form "C" Unit Price Bid Form
- Form "D" Declaration of Contract Offer
- Form "E" Tax Compliance Declaration

Price Submission

The price shall include total costs, in Canadian Dollars. All prices in Form "C" Unit Bid Price Form shall not include HST. The tendered price will be in effect for 1 Year.

Cost of Submission

The Township will not be liable nor reimburse any Bidder for any costs incurred in developing a submission, attending meetings/interviews, demonstrating the goods and or services, legal services, or any other services that may be required in responding to this Tender.

Alteration to Bid Submission

A tender price may be altered by submitting another Form "C" Unit Bid Price Form at any time, up to the specified time and date for the closing. The last Form "C" Unit Bid Price Form received shall supersede and invalidate all previously submitted by the Bidder.

Withdrawal of Bid Submission

A Bidder who has submitted a response to this Tender may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions;

- 1 The Tender closing date and time has not passed. There shall be no withdrawals of submissions allowed after the closing date and time for receiving bids;
- 2 The request is made in writing on the Bidder's letterhead and signed by a senior official of the Bidder, and include his direct contact information; and
- 3 The request is made to the Roads Coordinator by email or by hand.

In all cases, a request for the withdrawal of a submission will be verified by the Township of Rideau Lakes, by way of a telephone call to the senior official representing the Bidder and making the request, to confirm the withdrawal.

All confirmed requests for withdrawal will be placed on record and the associated submission shall be given no further consideration. Tender prices withdrawn under this procedure shall not be reinstated.

Withdrawal of tender prices subsequent to the opening of the Tender or frequent refusal to accept work would be reviewed by the Township and may impact the Bidder's privilege to submit a Tender to provide services of this nature in the future.

Unbalanced Bids & Bids with Discrepancies

Bids that contain prices, which appear to be so unbalanced that they may adversely affect the interests of the Township, may be rejected; the Bid shall be a reasonable price for such Work.

Wherever the amount for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly.

Mathematical discrepancies shall be corrected by the Township, by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

Bidders with submissions that have been rejected by the Township, shall be notified of the reasons within 10 Days of the specified time and date for closing.

Bids that contain prices that appear to be so unbalanced that they may adversely affect the interests of the Township of Rideau Lakes may be rejected. Each item Bid shall be a reasonable price for such Work.

Acceptance or Rejection of Service Tender Prices

The Township reserves the right to reject any or all Bids, for any reason whatsoever and to accept only bids considered best for its interest and to waive formalities as the interests of the Township may require, without stating reasons. Therefore, the lowest or any Bid may not necessarily be accepted.

Bids not accompanied by a certified cheque in the required amount may be rejected.

The Township shall not be liable for any costs, expense, loss or damage incurred, sustained or suffered by any Bidder prior to, or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of any bid or by reason of any delay in the acceptance of a Bid, unless as specifically provided in the Tender Documents.

The price shall be irrevocable for a period of thirty (30) days following the date of closing.

Cancellation of Tender

This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible price, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township may be unable to award this Tender. The bidders agree to save harmless, the Township, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The Township reserves the right to discontinue this Tender process and review at any time and not move forward with awarding a contract. This tender may be cancelled by the Township, upon 30 days written notice to all Bidders.

Tender Award Procedures

The Township shall notify the successful Bidder that the Bid has been accepted within 30 Days of the tender closing.

Notice of acceptance of Bid may be by telephone, fax transmission or by email.

The successful Bidder shall deliver by hand or by mail within seven (7) days of receiving written notice, unless otherwise specified in the Contract documents, the following:

- ❖ Satisfactory proof of Insurance in accordance with this Tender;
- ❖ Current Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB;
- ❖ Current Level 2 CVOR Abstract
- ❖ A valid Operating Authority under the Truck Transportation Act
- ❖ A current Driver's Abstract for each Operator
- ❖ Contractor/Operator Qualification Declaration Form
- ❖ Equipment Schedule - Copies of information
- ❖ Contract Signing Agreement

Following receipt of the properly executed documents, the Contractor will receive authority to proceed with the Work.

In the event that the Bidder fails to deliver the documents, the Township may terminate the Contract with written notice to the Contractor. Furthermore, the Township shall, upon termination, be entitled to award the Contract to the next lowest, or to any other Bidder or to advertise for new tenders, as the Township may deem appropriate in its sole discretion.

Performance Evaluation

The Township may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedure (OH&SA)
- f) Organization, Co-ordination and Efficiency
- g) Environmental Compliance (if applicable)

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, he shall

advise the Contract Administrator of his specific objections, in writing, within 20 days of the date of the report.

Once an objection is received, the Roads Coordinator shall advise the Contractor, in writing, within 20 days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.

If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Township Tenders for a period of up to two years from the date the Tender was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Township in respect of the Contractor's Performance Evaluation shall be final and binding for all purposes.

Insurance – Liability, Automotive and Non-Owned Automobile Insurance

Without in any way limiting the liability of any successful vendor, the vendor shall:

- 1 Maintain and keep in force during the term of the contract, General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract for all claims arising from personal injury to members of the public, damage to property of public including loss of use of such property and the minimum insurance shall be \$5,000,000.00.
- 2 Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. Such insurance is to carry the minimum limit of \$2,000,000.00.
- 3 Maintain and keep in force during the term of the contract, Contractor's contingent liability insurance, covering the liability of the Contractor under this contract in respect to his sub-contractor's same limits as required in Clause (a).
- 4 Deposit with the Township of Rideau Lakes, before commencing any work under this contract, a certificate of insurance detailing the coverage and expiry date for all policies duly executed by the insuring company stating that if said policies are cancelled or changed in any manner, sixty (60) days written notice of such change or cancellation will be given to the Corporation of the Township of Rideau Lakes, Clerk, Delta Ontario. The Township shall be shown as an additional insured.

Workplace Safety Insurance Act

Any successful vendor is required to comply with all the regulations of the Workplace Safety and Insurance Board (WSIB) in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Township of Rideau Lakes, and maintain good standing with the WSIB throughout the contract period.

Contractor's Liability

Any successful vendor shall be liable for all injuries and/or death to persons and for damage to property caused by his/her operations and those of sub-contractors and their employees engaged on and off site; and shall indemnify and save harmless the Township of Rideau Lakes from all suits and actions for damages and costs to such damages to property

of others as well as the Township, resulting from negligence, poor workmanship and materials, as well as any cause whatsoever in the performance of the work.

Terms of Payment and Invoices

The Township shall pay for the Work upon completion and receipt of an itemized invoice sent Dan Chant, Roads Coordinator, at the Township of Rideau Lakes, dchant@rideaulakes.ca . Generally, the Township of Rideau Lakes’ terms of payment are net thirty (30) calendar days upon completion of work and receipt of invoice.

3.0 Special Provisions

The Work

The work specified in this Contract will be performed in strict accordance with the following Special Provisions for Tender PW2021-11.

Start Date & Duration of Contract

The actual Work shall be completed during the winter seasons of 2021-2022, 2022-2023, 2023-2024. It shall commence on or about the middle of November 2021 and end on or about the last day of March in 2024. The Roads Coordinator or his/her designate shall provide a firm date to the Contractor.

Work Location

The Contractor shall have the equipment and staff as specified elsewhere in the Contract Documents at the Inspection location ready to commence Work as indicated in the following table:

WORK LOCATION	DATE
1) Crosby Yard	On or about November 15, 2021
2) Pilipsville Yard	On or about November 15, 2021

Scope of Work

Winter road maintenance is essential for providing a safe Township road system. Therefore it is imperative that all winter maintenance equipment is in sound mechanical condition and is operated in a safe, efficient manner in accordance with the Township of Rideau Lakes’ standards and direction provided by the Construction Supervisor.

The Scope of Work involves the supply of a plow and spreader truck complete with one-way plow and wing, a minimum 6.13 cubic metre spreader body and operators with Qualified Persons to complete winter maintenance operations, on a twenty-four (24) hour basis, seven (7) days a week, when required by the Construction Supervisor. All operations shall commence within the defined Response Time. The equipment shall be ‘called out’ and directed by the Construction Supervisor or his/her designate.

The Contractor shall provide qualified winter maintenance operators that are competent to operate the equipment supplied and the loader provided at the Work location. **All operators must complete and pass a Township approved snow plow operational course at the Contractor’s expense, prior to the start date.** The Township may evaluate the knowledge

and skills of individuals operating the Contractor's equipment at any time. Failure to pass any portion of the evaluation may eliminate that particular individual from continuing the Contract. The Township, acting reasonably, shall have the right to refuse any individual who, in the sole opinion of the Roads Coordinator, is not qualified.

Hours of Work

The Regulations made under the Highway Traffic Act, Section 165(a) Subsection (7) (c) governing 'Hours on Duty' shall apply to the operation of the equipment used for routine maintenance operations.

Hours on duty will be limited to fifteen (15) consecutive hours on duty, with a maximum of thirteen (13) driving hours, (13 hours driving and 2 hours standby). The operator shall be required to take eight (8) consecutive hours off after that period, as per the Highway Traffic Act, section 4/93, Subsections 3, 4, 5 & 8.

Notwithstanding the above, the Roads Coordinator reserves the right to request relief for any operator, regardless of the length of time 'on duty' if in the sole opinion of the Roads Coordinator the operator does not appear to be fit to operate for any reason.

Documentation

The Contractor may be required to complete a Winter Operations Record identifying the times each unit leaves and returns to the Township of Rideau Lakes' yard, salt/sand used and kilometres serviced.

Inspections

- 1 The Contractor's equipment and attachments shall be subject to an inspection by the Township on the Start of Contract date. If the equipment passes the inspection, complies with all the criteria listed on the **Equipment Checklist** (Schedule B) and the Contractor submits the required Driver's Abstracts, the Daily Standby payment shall commence.

The inspection scheduled for the Start of Contract date shall be conducted at the location designated in the applicable item.

If the Contractor fails to deliver the equipment to the required location on the required date, the Contractor shall be subject to Liquidated Damages.

The Contractor shall have 24 hours from the time of the inspection to repair any deficiency identified by the Construction Supervisor before Liquidated Damages will be applied.

Upon the expiry of six (6) days following the original inspection date, if the Contractor has not passed the inspection nor submitted the required documentation, the Township may make such alternate arrangements for the performance of the Work as it sees fit, with no further obligation to the Contractor.

- 2 Further inspections of equipment may also be performed at any time throughout the term of the Contract. Equipment must be kept in good operating condition and be

ready for operation at all times. Failure to do so may result in Liquidated Damages and/or loss of Standby Rate.

Damages Caused by Contractor

The Contractor's insurance shall cover all damages caused by the Contractor's staff or equipment.

The Contractor must inspect all roadways within the area of operation, noting the location of protruding manholes, catch basins, culvert ends, curbing ends, signs, guide rails, homes, etc., close to the travelled portion. The Contractor shall repair any damage caused as a result of his operations.

Repairs or replacement of damage to Township of Rideau Lakes' property or facilities caused by the Contractor shall be the responsibility of the Contractor. The work must be approved by the Roads Coordinator.

Repairs or replacement of damage to mailboxes caused by the Contractor shall be the responsibility of the Contractor. If the mailbox is damaged, a new mailbox of equal value will be supplied and installed. If the mailbox post or support is damaged, the Contractor will replace it with a standard wooden post.

Patrol Yard/Equipment Maintenance

- 1 The unit(s) shall be stored at the Township's patrol yard as specified in this Contract, unless the Contractor wishes to provide storage at the Contractor's expense, at a location approved by the Roads Coordinator. If the unit is stored and washed in a Township patrol building, the Contractor shall conform to all MOE regulations and approvals. It is the Contractor's responsibility to keep the assigned area(s) clean at all times. The Township is under no obligation to provide equipment storage in the patrol yard garage. No unit(s) shall be stored in the Township's patrol building without a 12 volt isolation switch. No unit(s) shall be removed from the Township patrol yard to be used by the Contractor for other operations.
- 2 Lubricants shall be supplied by the Contractor and storage of these items shall be allowed at the patrol yard at a location approved by the Roads Coordinator. The Contractor shall be fully responsible for the loss, damage, safety and security of these stored supplies. Only above ground fuel storage tanks shall be considered and the Contractor shall abide by the Gasoline Handling Act and Gasoline Handling Code. In the event of a spill, leak or discharge, the Contractor shall be solely responsible for meeting the requirements of Part 10 of the Environmental Protection Act. All fuel systems placed on Township property, regardless of size, shall be certified double wall or certified self-containment design.

Certification of these containers shall meet all current Fuel Handling Act regulations and Gasoline Handling Code. Gravity feed systems will not be accepted. All fuel systems shall be placed in a location approved by the Roads Coordinator.

Fuel may be purchased from the Township at the patrol yard. The price of fuel will be set monthly based on the average fuel price of the Township's supplier for that

month.

- 3 The Contractor's unit(s) shall be serviced and fueled prior to being required for the next operation. All salt contaminated material removed from the equipment outside the patrol garage shall be deposited in the salt or sand storage building.
- 4 The Township may allow minor repairs to be completed at the patrol yard facility. Major repairs including, but not limited to, spring replacement, clutch, transmission or engine exchanges shall not be permitted at the patrol yard. The Contractor shall properly dispose of all waste material in accordance with the General Waste Management Regulation 347. The Township may approve removal of the vehicle for repairs, for a period not exceeding eight (8) hours, when in the Roads Coordinator's opinion there will not be a need for the unit, without loss of the daily standby. Transportation mileage will not be paid for repairs completed in other locations.

Operational Constraints

- a) The Contractor's unit(s) shall be used solely for maintenance on the roads specified by the Roads Coordinator/Construction Supervisor.
- b) The area of operation may be changed by the Roads Coordinator/Construction Supervisor for a **temporary** period, if required, with no change in payment.
- c) The Contractor shall provide an acceptable means for calling out the Contractor's staff.
- d) The Contractor is responsible for maintaining the equipment, attachments and required accessories in a safe, functional and efficient condition.

Measurement of Payment

Hours Worked

Payment for the Work completed shall be based on the actual kilometres driven in the process of plowing and/or spreading at the rate tendered in the Contract.

The Township may designate alternative or additional routes as deemed necessary at no increase to the contract unit price.

Standby Rate

The Contractor shall be paid a daily standby rate set by the Township from the time the specified equipment arrives and passes inspection at the Work Location patrol yard, until it is dismissed in the Spring of the following year.

Basis of Payment

Payment at the tender price shall be full compensation for the supply of the required equipment including all attachments and apparatus and Qualified Persons to complete the Work. The Contractor shall sign a Township generated time sheet or a Contractor invoice bi-weekly for Work completed which shall indicate standby days and kilometres driven. The Township will deduct any Liquidated Damages that may be payable and make necessary payment adjustments. The Township will notify the Contractor of any payment adjustments.

Occupational Health and Safety

The Contractor and all staff must comply with the Occupational Health and Safety Act (which are minimum requirements) and will be responsible for the compliance therewith while working for the Township and shall take all reasonable precautions to ensure worker safety.

The Contractor shall supply and ensure that all staff uses protective clothing and/or devices as set out in the Occupational Health and Safety Act.

In compliance with the Occupational Health and Safety Act and W.H.M.I.S. regulations, the Contractor is cautioned that the workplace may contain hazardous products. It shall be the responsibility of the successful Bidder to make itself aware of these products. These products are controlled under the W.H.M.I.S. Regulations. A floor plan identifying the locations and a listing of these hazardous products are available for viewing from the Roads Coordinator at the pre-start meeting.

In the event of an accident causing death, critical injury (as defined in the OHS Act) or disabling injury to the Contractor's employee, the Contractor shall notify the Roads Coordinator immediately and within five (5) days of such an event, provide the Roads Coordinator with a detailed report which shall include the following information:

- a) Contractor contact person name and telephone number;
- b) Description of accident (who, what, where, when, how);
- c) Description of injury;
- d) Recommendations to prevent a future occurrence; and
- e) Confirmation that all legislative notification requirements have been fulfilled.

The Contractor shall immediately notify the Roads Coordinator of all MOL orders or charges issued to the Contractor. In addition, copies of all MOL orders and charges shall be provided to the Roads Coordinator immediately.

The Contractor shall also be required to complete and retain an "On-Duty Status Report".

If the Contractor is in a motor vehicle accident, the Contractor shall complete and submit a Driver's Motor Vehicle Accident Report. (Form 7504-1557).

Equipment Requirements

The following minimum requirements are applicable to **all licensed equipment** tendered in this Contract. All plows, spreaders and combination units under this contract will be considered Commercial Vehicles under the Highway Traffic Act.

- 1) All spreader trucks and combination plow/spreader trucks must be equipped with **Tandem** rear axles. **NO TRI AXLE UNITS WILL BE ACCEPTED or TRIAXLES THAT HAVE BEEN MODIFIED (i.e. removal of forward lift axle).** **THE TOWNSHIP ROADS CANNOT ACCOMMODATE THE LONGER UNITS.** The Township may reject any truck, tandem or otherwise if it cannot, in the sole opinion of the Township, perform the Work as the Township deems necessary.
- 2) The unit(s) shall be equipped with a speedometer and odometer that accurately record speed and distances.

- 3) The truck shall be equipped with a hubometer showing kilometres on each truck where payment for the item is by the kilometre. It shall be the Contractor's responsibility to record the metre readings before and after each trip.
- 4) The unit(s) shall display a valid sticker indicating that it has passed a current Periodic Mandatory Commercial Vehicle Inspection (PMCVI) dated after September 1 in each year of the Contract. Stickers must be valid for the duration of the winter season.
- 5) The unit(s) shall be of sufficient mechanical and physical condition to carry out all operations required as per the Township of Rideau Lakes.
- 6) The equipment as listed in the Equipment Schedule that forms part of this Contract, shall not be substituted except with the permission of the Roads Coordinator.
- 7) All trucks must have sufficient manufacturers' Gross Vehicle Weight Rating (GVWR) to cover the weight of the complete unit (*as further specified in items 11, 12 & 13 of this section*). This includes the weight of the cab and chassis, dump box, ballast, all snow plow equipment including the plow and wing and if required equipped for spreading, the spreader body and the full load of spreading material.
- 8) All trucks equipped with plow equipment must have front axle with a minimum 7,272 kg (16,000 lbs.) manufacturer's Gross Axle Weight Rating (GAWR). Notwithstanding this, the load on the front axle must not exceed the manufacturer's rating. All trucks with spreader equipment only shall have a front axle with a minimum 7,272 kg (16,000 lbs.) manufacturer's rating and Gross Vehicle Weight shall not exceed the Highway Traffic Act limit regulation with the aggregate reduction of 1,500 kg applied.
- 9) Any truck that requires a 7,272 kg (16,000 lbs.) front axle by way of this Contract and is equipped with a setback front axle (a distance greater than 890 mm (35") from the manufacturer's standard front bumper placement to the centre line of front axle) shall have a manufacturer's GAWR of 8,160 kg (18,000 lbs.) minimum.
- 10) Contractors shall produce, at the time of delivery, verification in writing from the original manufacturer of the truck cab and chassis as to the truck GVWR and the GAWR for each axle. Only the following shall be acceptable as verification of the above manufacturer's ratings:
 - a) a plate as affixed to the vehicle by the original Truck Cab and Chassis manufacturer
 - b) a certificate by the original Truck Cab and Chassis manufacturer
 - c) verification in writing from the original Truck Cab and Chassis manufacturer
- 11) Tandem rear axle trucks shall have a manufacturer's GVWR of 24,490kg (54,000lbs) minimum.
- 12) Tandem rear axle trucks with a setback front axle shall have a manufacturer's GVWR of 25,400kg (56,000lbs) minimum.
- 13) Trucks with single rear axles shall have a manufacturer's GVWR of 17,230kg (38,000lbs)
- 14) All trucks with tandem rear axles shall have full drive on the rear tandem axles. Tag axles will NOT be acceptable.
- 15) Trucks shall have brakes on all wheels and the brake system must not be altered from the manufactured state.
- 16) The truck must be equipped with rear tires having snow traction type tread incorporating the following features:

- continuous full depth cross tread grooves
- circumferential full depth tread grooves
- no continuous solid rib on the tire tread, and
- good self cleaning characteristics

Mud flaps shall be attached behind the rear wheels and fenders shall be along each side of the body.

- 17) The truck engine shall be diesel powered with a manufacturer's certified minimum engine horsepower rating of 300 HP.
- 18) Rear bumpers are required on all plow and/or spreader trucks. Rear bumpers shall have a minimum of 15 cm and a maximum clearance of 40 cm from the ground to the bottom of the bumper. The bumper shall be rigid, full width and be recessed a maximum of 30 cm back from the bottom rear edge of the body.
- 19) If required, suitable ballast or concrete blocks shall be securely fastened so as not to shift in the event of an accident. The quantity, size and means of fastening the concrete blocks shall be the responsibility of the Contractor. All plow trucks and combination units shall maintain a minimum of 2.5 tonnes of ballast during plowing operations.
- 20) Trucks shall be equipped with lamps as specified in the appropriate standard listed below. Details of each lamp are given in Equipment Standard ES-220. Where lamp fixture numbers are referred to in ES-220, the truck shall be equipped with this part, or the equivalent product from another manufacturer. Sealed beam numbers cannot be altered.

ES-2040015	Combination plow and spreader trucks with hopper spreader body
ES-2050020	Lighting Requirements for Snow Plow Trucks
ES-2060012	Lighting Requirements for Motor Graders
ES-2260007	Light & cable connections for Spreader truck with hopper spreader body
ES-2340006	Combination plow & spreader trucks with dump body
ES-2200011	Light Identifications
ES-5080009	Snow Plow shoe
ES-5070010	Nose Point for One way Snow Plows

- 21) The Township may supply and install a two-way radio in the Contractor's truck. The Township shall retain ownership of the radios and the Contractor shall be responsible for the cost of maintenance of the unit. The Township will coordinate installations and repairs.
- 22) The Township will supply and install a portable AVL/GPS system in the Contractors truck. The Township shall retain ownership of the AVL/GPS system. The Township shall be responsible for routine maintenance, installation & removal at the beginning and ending of each winter season. Damages to the AVL/GPS system caused by the Contractor shall be the responsibility of the Contractor.
- 23) When the unit is to be stored in a heated Township building, a valve must be installed by the Contractor in the primary air tank so that the brake system can be charged by a shop air supply using standard fittings.

- 24) Trucks shall be equipped with tire chains for all axles and be installed on the vehicle when required.
- 25) Trucks shall not exceed the age of 15 years.

Plow, Truck and Snowplow Equipment Requirements

The following minimum requirements are applicable to all trucks that may be completing snow plowing work.

Plow Equipment

- 1) Full hydraulic equipment, including front lifting frame, front and rear towers and all necessary bracing and equipment, shall be manufactured from sufficient material and design to meet the requirements of the Work.
- 2) To ensure safe operation, all plows and wings shall be equipped with shoes. Only shoes recommended by the plow/wing manufacturer will be acceptable. A tripping device is required for plows and wings.
- 3) The operation of all the snowplow equipment shall be controlled from within the cab.
- 4) Front one-way plow with wing plow where required shall have the following equipment and/or features:
 - Front frame mounted 9 ft wide (cleared path) one-way snowplow complete with Tungsten-Carbide tipped blade (ES-511) or equivalent, unless designated otherwise for use on surface treatment highways
 - A side-mounted 12 ft. long snow wing with high winging capability complete with highwear blade
 - A device to carry the weight of the wing up to 75 mm above the height of the gravel shoulders
- 5) Plow shoes on front mounted plows shall maintain a smooth surface over the usable life of the shoe.
- 6) Hydraulic pumps shall run continuously. The pump must have sufficient flow to operate the plow equipment and the spreader unit.
- 7) Red flag on rear of wing plow and on the nose on the front of the one-way plow or on both points on the reversible plow.
- 8) All plow trucks, with or without a spreader body, shall have the following equipment and/or features:
 - Fender tripod mounted 8"convex mirrors on both left and right fenders
 - Front wing post convex mirror (8" or 12") on both wing post
 - An auxiliary in-cab fan for clearing the windows
 - Passenger side window power winder
 - A mark to indicate the height of the wing
 - Plow controls within the reach of the operator or wing operator from a normal upright seated position

- Large add-on reverse light (minimum 4 ½ utility flood)
 - Upper plow headlights mounted 66" - 75" from ground and spaced 55" - 60" from centre of headlight to headlight
 - Headlights shall be halogen
 - Locate radio microphone and controls in reach of the operator when in a normal upright seated position
 - Wing plow conspicuity markers as per ES528002
- 9) All attachments required to operate the plow equipment, including but not limited to plow blades.

Spreader Equipment

The following minimum requirements shall be applicable to all spreader equipment.

Spreader Body Capacity

The spreader body capacity, water level with no sideboards, shall be as specified in the Tender item. The Contractor may increase the capacity of the original spreader body by making Township approved permanent modifications to the spreader body. The spreader body shall be equipped with sideboards to eliminate spillage.

Spinners

Maximum height of the spinner(s) from the ground shall be no more than 230 mm (9") with the spreader loaded.

There shall be an apparatus to proportion material onto the spinner. The design of the apparatus shall be capable of proportioning material away from and under the truck. The apparatus shall be approved by the Township.

Spreader

The discharge of both salt and sand shall be proportional to the speed of the truck.

The kg/km shall be maintained within the calibrated rate for each setting with speed range 0 to 40 km/hr, except for blast.

The spreader shall be capable of spreading a path of material from 0 to 3.7m (0-12') for single spin.

Controls

Each spreader unit shall be equipped with an automatic electronic spreader control unit

Provision shall be made in the cab to control:

- Left spinner and cross conveyor on/off

The flow of material shall be directed either to the LEFT side spinner where applicable.

Calibration

The Contractor shall provide, to the Township, proof the control unit is calibrated correctly.

Failure to do so could result in Liquidated Damages.

Hydraulic Pumps for Sanders

The Contractor shall ensure that the hydraulic pump provides adequate flow/pressure to operate the spreader unit at maximum spread rates. Refer to manufacturer's recommendations.

LIQUIDATED DAMAGES GENERAL

Many maintenance activities have a direct impact on the safety of the travelling public. The Contractor is advised that Occupational Health & Safety, Environmental issues and public safety are of primary importance. The Contractor shall ensure that his activities reflect that importance.

The following liquidated damages apply to all items of this contract:

Item	Condition	Liquidated Damages
All items	As a result of failure to comply with the Occupational Health and Safety Act, a person (employee or public) is placed in imminent danger	\$200.00 per event
Supply of Equipment	Failure to supply the specified equipment at the specified location, on the specified date, for the required Work Failure to pass inspection	Forfeiture of standby and \$500 per day for each day that the equipment is not supplied. Forfeiture of standby and \$100.00 per day until pass
Response time	Plowing/Spreading Failure to respond the tendered work within 60 minutes of call out by the Roads Coordinator or designee.	\$100.00 for the first 30 minutes or any portion thereof after the initial response time has elapsed and \$100.00 per hour for every hour or portion thereof until the contractor starts work or operations have ceased.
Breakdown	Failure to continue the tendered work due to breakdown	\$75.00 for every hour or any portion thereof or the cost to the Township of Rideau Lakes to provide a suitable replacement until the contractor starts work or operations have ceased.
Standby Rate	Failure for any reason (without permission), not to be available for more than 3 hours in any 24 hr. period	Loss of one day standby for each 24 hour period.
Equipment Operators	Failure to provide Qualified operators	\$100.00 per occurrence

COMMERCIAL VEHICLE OPERATOR'S CERTIFICATE (CVOR) – All Items

MAINTENANCE SPECIAL PROVISION MSP8002

September 2000

Carrier Safety Compliance

Contractor Operation of a Commercial Motor Vehicle

Where the Contractor is a CVOR Holder who intends to operate a Commercial Motor Vehicle in the performance of the Contract or in the haulage of materials to, on or from the Working Area, the Contractor shall provide a copy of the Contractor's CVOR Abstract.

- (i) The first CVOR Abstract shall be provided before the Contractor operates a Commercial Motor Vehicle in the performance of the Contract or in the haulage of materials to, on or from the Working Area, and
- (ii) CVOR Abstracts shall be provided on each November 15th and January 15th (or the first Business Day thereafter) during the period of the Contract.

The search date recorded on any CVOR Abstract shall not exceed thirty (30) days from the date that it is provided to the Roads Coordinator.

If at any time the Contractor holds an unacceptable CVOR Record, the Contractor shall advise the Township immediately.

GENERAL OPERATIONAL GUIDELINES OR CONSTRAINTS – All Items

General Conditions for Maintenance

The conditions identified in the General Conditions for Maintenance, January 1999, are applicable to this Contract and will be part of the Agreement. If not attached, a copy of the General Conditions for Maintenance, January 1999, can be obtained at the location where this tender document was obtained.

1. It is clearly understood by the Contractor that the Roads Coordinator will identify the specific locations and the extent of the Work to be completed under the Contract.
2. The Contractor shall provide a designated telephone number where they can be contacted twenty-four (24) hours a day, seven (7) days a week. The response time for the completion of an item shall begin at the time the Roads Coordinator or designee calls the designated telephone number the first time, whether the Contractor answers the call or not.
3. The Contractor is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. Upon award of the Contract and as requested by the Roads Coordinator during the term of the Contract, the Contractor shall furnish evidence of coverage for themselves, their employees, subcontractors and subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy. The Owner will withhold payment of such sums of money sufficient to cover any default of the Contractor to the WSIB or insurance company

for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.

4. In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c.S.30, the Contractor is advised of the presence of the following Designated Substances.

The Contractor is advised that the Designated Substances silica (Ontario Regulation Number 521/92), is generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor.

5. The Contractor is responsible for the repair of any damage to the environment caused during the work and for all associated costs.

SCHEDULE OF PROVISIONS, PLANS, STANDARD DRAWINGS, SPECIFICATONS AND GENERAL CONDITIONS

The Work specified in the Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for TENDER PW2020-25.

A. SPECIAL PROVISIONS:

(A) SPECIAL PROVISIONS FOR TENDER PW2020-25

(B) LIQUIDATED DAMAGES FOR TENDER PW2020-25 ATTACHED

B. PLANS: N/A

C. STANDARD DRAWINGS:

ES-2200011 Light Identifications

ES-2040015 Combination plow & spreader trucks with hopper spreader

ES-2050020 Lighting requirements for Snow Plow Trucks

ES-2260007 Light and cable connections for Snow Plow Trucks

ES-2340006 Combination plow & spreader trucks with dump body

ES-5080009 Snow Plow shoe

ES-5110004 Plow Blade Tungsten Carbide Tip

ES-5280002 Conspicuity Markers

ES 5070010 Nose Point for Oneway Snow Plow

D. SUPPLEMENTAL SPECIFICATION:

E. STANDARD SPECIFICATIONS:

SPEC.N O.	DATE	SPEC.NO.	DATE	SPEC.N O.	DATE	SPEC.NO.	DATE
		OPES 0910					

F. GENERAL CONDITIONS:

General Conditions for Maintenance - January 1999

Fuel Price Adjustment Calculation

The Contractor payment adjustment for each month will be calculated using the following formula:

$$fpa = \left(\frac{I - B}{B} \right) \times F$$

where: fpa = fuel price adjustment, in dollars

- B = fuel price index of diesel fuel in c/litre for the month the contract was advertised.
- I = fuel price index for the month that the work was completed in, in c/litre
- F = the cost of fuel used each month, based on the average monthly cost, as calculated by the Township or as provided by the Contractor if fuel is purchased elsewhere

Note: A single value of I will be used to calculate the fuel price adjustment applied to each monthly payment. The value of I will be for the calendar month corresponding with the start of the period covered by the monthly payment period.

If fpa is positive, the amount will be added to the monthly payment. If fpa is negative, the amount will be subtracted from the monthly payment.

Payment Documentation

When (monthly payment month fuel price index – advertising month fuel price index) is positive the Contractor will receive a payment.

When (monthly payment month fuel price index – advertising month fuel price index) is negative the Township will receive a credit.

The Contractor will show the fuel price adjustment as a line item on each monthly payment. For contracts where the Township generates the bi-weekly time sheet, the Township will calculate the fuel price adjustment monthly and include it on the time sheet signed by the contractor.

The item will be called fuel price adjustment.

4.0 Submission Forms

**FORM "A" CONTRACTOR'S INFORMATION FORM
PW2021-10**

Company _____

Name of Firm or Individual (Hereafter referred to as "Bidder") _____

Address _____

City _____ Postal Code _____

Telephone _____ Fax _____

Name _____

Name of Person Signing for Firm (please print) _____

Position _____

Email _____

Signature _____

HST No. _____

Dated at _____ this _____ day of _____, 2021.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

**FORM "B" OCCUPATIONAL HEALTH AND SAFETY
STATUTORY DECLARATION
PW2021-10**

The Township of Rideau Lakes is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Township of Rideau Lakes must be satisfied that the Tenderer has available resources and understands the Work adequately to be able to complete the undertaking to meet the Township's obligation. The Contractor shall complete, including a signature, and submit this form with this Tender envelope.

The Owner reserves the right to reject any Bid for tendered Work if the information herein is not complete or specific to the operation or does not meet an adequate level, as determined by the Owner. If necessary, the Owner also reserves the right to address with the low Bidder, minor deficiencies with the information provided and require the bidder to make the necessary changes to this information. Any additional equipment, labour or material adjustments required by the Owner shall not increase the Bid price.

The Township retains the right to negotiate with suppliers on any procurement.

In submitting this proposal, I/we, on behalf of _____,
(Legal Name of Company)

Certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Dated at _____ this _____ day of _____ 2021.

Authorized Signing Officer (please print)

Title

Signature

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**FORM "C" UNIT BID PRICE FORM
PW2021-10**

In accordance with the Tender Documents, the Contractor hereby offers to complete the Work specific in the contract for the following prices for:

CONTRACTOR TO NOTE SPECIFICATION FOR ELECTRONIC CONTROLLERS

ITEM	SPEC.	ITEM	UNIT	LOCATION	UNIT PRICE	STAND BY RATE
1.		Plow and Spreader Truck, Complete with Plow and Wing and Min. 6.13 m Spreader, Single Spinner	Kilometre	Crosby Patrol Yard (Big Rideau Lake – Davis Lock area)		\$100.00
2.		Plow and Spreader Truck, Complete with Plow and Wing and Min. 6.13 m Spreader, single Spinner	Kilometre	Crosby Patrol Yard (Portland, Chantry & Plum Hollow area)		\$100.00

***Historical Data**

***2018-2019 – Item #1 – 10,320 Total Kms
Item #2 – 10,067 Total Kms**

***2019-2020 – Item # 1 – 7,714 Total Kms
Item # 2 – 8,132 Total Kms**

***2019-2020 – Average Kms per Call-out – Item # 1 - 167
Item # 2 - 172**

***The Township will not accept any claim with respect to this historical data.**

Current routes can be found on our website at www.rideaulakes.ca.

Route may be altered to improve efficiencies but will maintain approximately the same number of kilometres.

The Contractor may also be directed to provide service on other Municipal Roads in the area when not required for service on the above routes.

Company Name: _____

Dated at _____ this _____ day of _____, 2021.

Bidder's Signature: _____

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**FORM "D" DECLARATION OF CONTRACT OFFER
PW2021-10**

The Contractor has carefully examined the Tender Documents and has carefully examined the site and location of the Work to be completed under this Contract, and the Contractor understands and accepts the said tender documents and, for the prices set forth in this Bid, hereby offers to furnish all labour, material and equipment, except as otherwise specified in the Contract, and to complete the Work in strict accordance with the tender documents.

The Bidder expressly warrants that the prices contained in his Bid, whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Township of Rideau Lakes into accepting his Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Township.

THE CONTRACTOR BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT: _____ this _____ day of _____, 2021.

**Contractor signs here and Position
Seal where Applicable**

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**FORM "E" TAX COMPLIANCE DECLARATION
PW2021-10**

I/We hereby certify that, _____ at the time of submitting this
(Legal Name of Company)

tender, it is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at _____ this _____ day of _____ 2021.

(An Authorized Signing Officer)

(Title)

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