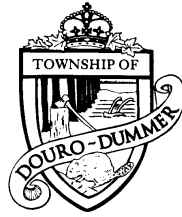


Township of Douro-Dummer



Tender # 2011-07

**Tender for Winter Plowing,
Sanding and Salting (Combination Units Only)**

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone No. (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Tender Closing Date: 12:00 p.m. noon on Wednesday, July 6, 2011

Mail to:

David Clifford, CAO
P. O. Box 92
Warsaw, ON K0L 3A0
Phone: 705-652-8392 ext. 206
davec@dourodummer.on.ca

Additional information can be obtained from:

Harold Nelson, Manager of Public Works
Phone: 705-652-8402
Fax: 705-652-5044
publicworks@dourodummer.on.ca

Information to Bidders

1. Tender

Tenders will be received by:

The Corporation of the Township of Douro-Dummer
894 South Street
P.O. Box 92
Warsaw, ON K0L 3A0

Attn: Tender for Winter Plowing, Sanding and Salting

Tender Copies

One copy of the Tender, properly signed and sealed, shall arrive at the office of the C.A.O. of the Township of Douro-Dummer, 894 South Street, P.O. Box 92, Warsaw, Ontario K0L 3A0.

Tender Closing

Tenders must be delivered to the above address before Wednesday, July 6, 2011 at noon.

Tenders must be submitted on the attached form of tender. Tenders must not be restricted by a statement added to the tender form or by a covering letter, or by alterations to the tender forms supplied, unless otherwise provided herein.

Lowest or any Tender not necessarily accepted.

The tender form must be signed by a designated signing officer of the bidding firm.

If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.

2. Duration of Contract

This Contract will be for the winter season of 2011/2012, 2012/2013 and 2013-2014. The equipment and operations shall be available from **NOVEMBER 1ST TO APRIL 1ST**. The actual start and finish date will be determined by the Township and date and times supplied to the successful bidder(s).

Part A – Information to Bidders

3. Intended Use and Areas of Operations

Intended Route shown in Appendix #A

1. The Contractor's unit(s) shall be used for maintenance on the Township Roads specified in the Area of Operations or any other road(s) as designated by the Township.
2. The area of operation awarded may be changed by the Township for a temporary period if required, with no change in standby payment or hourly rate of pay.
3. The Contractor and operators shall operate the units for maintenance purposes in the manner directed by, and on the roads designated by the Township.

4. Inquiry

Any questions regarding this tender should be directed to:

Harold Nelson, Manager of Public Works
Township of Douro-Dummer
(705) 652-8402

5. Amendments to "Standard terms and conditions for supply of equipment and materials"

All items in this section supersede content of "Standard Terms and Conditions for Supply of Equipment, Materials & Services" attached.

6. Contractors to Provide

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000 per incident, with the Township of Douro-Dummer named as insured. Failure to provide such proof shall result in cancellation of the Contract.

The successful bidder shall also deliver proof of Workplace Safety Insurance Board Coverage, within ten (10) calendar days of receiving the Acceptance Notice.

7. Exception

If a bidder takes exception to any specifications or element, or provisions, or any portions of the plans and specifications, or in the bid documents, the bidder shall note each such exception in detail

in writing, and describe the reason for making each exception, and shall attach the same to their bid proposal.

8. Safety Requirements

The Contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under that Act.

The successful bidder, for purposes of the Occupational Health & Safety Act, will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in that Act and its regulations. See also Part "B", Item 11 of "Standard Terms and Conditions".

Part "B" – Standard Terms and Conditions

1. Definitions

Township - The Township of Douro-Dummer, its successors and assigns.

Company - The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.

Contract - The purchase order authorizing the company to do the work, the Tender, the bonds or security (if any), the company's Tender, and change notices, appendices, and addenda (if any).

Subcontractor - A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.

Tendering Document - The documents issued by the Township in response to which Tenders are invited for the performance of the work or supply of equipment.

Equipment - The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.

Work - All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Submission of Tender

Tenders must be submitted on the form of Tender supplied by the Township. Tenders must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form supplied unless otherwise provided in the Tendering document.

The Tender form must be signed by a designated signing officer of the bidding firm. If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.

Part "B" - Standard Terms and Conditions - *continued*

Tenders must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company. Tenders must be submitted in individually sealed envelopes provided by the Township and must clearly identify the name of company, address of company, and Tender number on the outside of the envelope. Tenders received after closing time specified in the Tendering documents will not be considered.

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tendering documents issued by the Township, and the company's Tender. Do not remove any pages from the Tendering document.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby. Change notices, appendices and addenda to any contract document shall be considered part of such document.

The intent of the contract is that the company shall supply equipment and materials complete and suitable for the Township's intended use.

None of the conditions contained in the Tenderer's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

4. Clarification of Tendering Documents

Any clarification of the Tendering documents required by the Tenderer prior to submission of its Tender shall be requested through the Township of Douro-Dummer. Any such clarifications so given shall not in any way alter the Tendering documents and the company and Township hereby agree that in no case shall oral arrangements be considered.

Part "B" – Standard Terms and Conditions – *continued*

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Tenders, alterations will be issued to Tenderer's as written addenda. The Tenderer shall list in its Tender all addenda that were considered when its Tender was prepared.

5. Proof of Ability

The Tenderer may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

6. Delivery

Time shall be material and of the essence of the contract.

The company shall be responsible for arranging its work so that completion shall be as specified in the contract.

7. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. the point specified therein.

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Provincial Sales Tax and Goods and Services Tax shall be shown as extra, unless otherwise specified.

If the Tenderer intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided elsewhere in this Tendering document, the prices Tendered shall not be subject to adjustment for any cost of the work to the company.

8. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the Tender will be considered in the evaluation of Tenders.

Part "B" – Standard Terms and Conditions - *continued*

The Township shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

9. Patents and Copyrights

The company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Township by reason thereof.

10. Patents and Copyrights

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Township the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

11. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the Township.

12. Laws and Regulations

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under that Act.

Part "B" – Standard Terms and Conditions - *continued*

The successful bidder, for purposes of the Occupational Health & Safety Act, will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in that Act and its regulations and shall be responsible for any costs to defend charges as a result of any violation.

13. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The company shall pay all transportation costs for parts and/or equipment both ways between the company's factory or repair depot and the point of use.

13. Bid Acceptance

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender, and to award contracts to one or more bidders submitting identical Tenders as to price; to accept or reject any Tenders in whole or in part; to waive irregularities and omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

Tenders shall be irrevocable for 60 days after the official closing time.

The acceptance of any Tender is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery to the address given in this Tender of a notice of award to a bidder by the Township shall constitute notice of acceptance of contract.

14. Tendering Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with the Township's Purchasing and Tendering Procedures.

15. Default by Company

- a. If the company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.

Part "B" – Standard Terms and Conditions - *continued*

- b. If the company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d. If the Township terminates the contract, it is entitled to:
 - i) take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii) withhold any further payments to the company until its liability to the Township is ascertained;
 - iii) recover from the company loss, damage and expense incurred by the Township by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Township).

16. Disclosure

The names of bidders and total bid prices will only be made available at the public Tender opening. After the Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Tender opening will be given in the reply.

17. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the company shall negotiate a settlement.

The Township shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

Part "B" – Standard Terms and Conditions - *continued*

18. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

19. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to opening of Tenders, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the company from its obligations under the contract.

Part "C" Specifications

1. Equipment General

1. The unit(s) shall have an acceptable appearance and be of sufficient mechanical and physical condition to carry out all operations required as per the Township Maintenance Standards. Equipment must be equal to or exceed the Township's minimum requirements specified in this contract.
2. The Contractor's truck(s) and equipment will be subject to two (2) inspections, a preliminary and final inspection. During the preliminary inspections, the units must meet the Township Standards/Specifications and the Contractor will be advised and required to correct any noted deficiencies prior to final inspection. If the equipment does not meet Township Standards/Specifications, the Contractor will have 14 days to produce equipment that meets the contract requirements. Final inspection will be done when the truck and equipment are ready for service, at least seven (7) days prior to unit being required to report to the designated Yard. Inspections, approvals, and rejections will be done by the Director of Public Works or designate. A certificate of insurance form filled out entirely by the Insurance Company and the road inspection stickers will be presented at the final inspection. Rejection of the unit(s) will result in non-award or cancellation of the contract.

If equipment is not ready or at the agreed upon site for all inspections, as arranged, it will be at the Contractor's expense to bring the unit(s) for approval. Failure to have equipment ready for

Part "C" Specifications - *continued*

inspection as arranged may also result in non-award or cancellation of agreement. Following the final inspection all trucks shall be available for the duration of the contract.

The successful bidder will be notified of the location, time and date for the inspections.

3. The equipment as listed in the Truck Schedule which forms a part of this contract shall not be substituted except with the permission of the Township.
4. 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.
5. The unit(s) shall be equipped with all equipment and accessories required by the Highway Traffic Act of Ontario and any other Act(s), Regulations or Bylaws that apply to the truck's operation. The speedometer and odometer must accurately record speed and distances.
6. The said unit(s) must display a sticker indicating that it has passed a current Periodic Mandatory Commercial Vehicle Inspection (PMCVI) dated between September 1st and October 15th of each year of the contract. Stickers must be valid for the duration of the agreement.
License Plates must be valid for the duration of the Agreement.
7. 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 Township. If the unit(s) is/are stored and/or washed in a Township patrol building, **it is the Contractor's responsibilities to keep the assigned area(s) clean.** There will be no payment for the Contractor to travel to any adjacent facilities for the washing of equipment.
8. If the unit is required to be moved, i.e.: Fire, Drivers and Vehicles Inspection, and the unit is in the way, and the Contractor is not available, the Township has permission to operate the unit to move it.
9. When the unit(s) is/are to be stored in a heated Township or Township building, a Schrader 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. Each truck must also have an alcohol evaporator or air dryer for the air system.
10. If cold storage is necessary, the truck(s) must be equipped with an engine block heater suitable for one 15 amp., 120 volt circuit, plugged in continuously. Installation to be at the contractor's expense. The contractor shall supply C.S.A. approved extension cord(s) for appropriate usage and amperage. Extension cord(s) shall be maintained in a safe condition satisfactory to the

Part "C" Specifications – continued

patrol supervisor. The Township will not supply hydro for any other type of heater (i.e. interior heater, cab heater, etc.)

11. Lubricants and fuels will be supplied by the Contractor and storage of these items will be allowed at the Patrol Yard at a location approved by the contract administrator. The Contractor shall be fully responsible for the loss, damage, safety and security of these stored supplies. The Contractor must abide by the Gasoline Handling Act and Gasoline Handling Code.
12. The Contractor's unit(s) shall be cleaned, serviced and fuelled prior to being required for the next operation. Excess salt and sand must be removed from the hopper and spinner(s) and chassis prior to the vehicle being washed. Failure to do so within 24 hours of the end of the storm will result in the loss of payment of standby time. If using Township equipment, it will be the Contractor's responsibility to keep the equipment clean and serviced.
13. The Township may supply and install a two-way radio in the truck(s) if available, but will remove same upon termination of each season of the agreement. The Contractor shall be responsible for any loss of or damage to the radio or its related equipment.

If a radio is installed and the Contractor changes trucks during the agreement, the Contractor will be responsible for the cost of removing the radio and installing it in the new truck. The Contractor shall supply a cigarette lighter "Y" adapter for the radio.
14. The Contractor covenants and ensures that the said truck(s) complies with the Ministry's axle weight legislation, according to the Highway Traffic Act and the regulations enacted thereunder.
15. Truck(s) must be equipped with air brakes on all wheels, and the brake system must not be altered from the manufactured state, and all tandem trucks shall be full tandem drive.
16. The Contractor shall start and "circle check" the truck at least once every 24 hours. Daily Inspection sheets required and filed each day. Daily Inspections sheets required and filled each day.

Plow and Spreader Truck and Plow Equipment

All trucks shall be in accordance with and meet the requirements of the following.

1. Trucks must be equipped with tandem axle. Tag axles will NOT be accepted.
2. Trucks must have sufficient manufacturer's G.V.W.R. to cover the weight of the complete unit. This includes the weight of the cab and chassis, dump box, ballast, all snowplow equipment including the plow and wing and if required and equipped for spreading the spreader box and spreading material.
3. Trucks must have a 7 272 kg. (16,000 lbs.) minimum manufacturer's Gross Front Axle Weight Rating. Notwithstanding this the load on the front axle must not exceed the manufacturer's rating.
4. Any truck with a set-back front axle (a distance greater than 102 cm (40") from the manufacturer's standard front bumper placement to the center line of front axle) must have a manufacturer's gross front axle rating of 8 000 kg. (18,000 lbs.) minimum.
5. Trucks with a set-back front axle must have a manufacturer's gross vehicle weight rating of 25 000 kg. (56,000 lbs.) minimum.
6. Contractors must produce verification in writing from the original manufacturer of the truck cab and chassis as to the manufacturer's front axle weight and G.V.W.R. Only the following will be acceptable as verification of the above manufacturer's ratings.
 - (A) a plate as affixed to the vehicle by the manufacturer
 - (B) a manufacturer certificate
 - (C) verification in writing from the manufacturer
7. Tandem rear axle trucks shall have a C. A. of 260 cm (102") approximately, with a maximum tandem spread of 154.4 cm (60").
8. The engine shall have a minimum power rating, of 210 horsepower and be **DIESEL** powered.
9. The alternator must be a **minimum** of 105 amps.
10. **Air** brakes on all wheels and the brake system must not be altered from the manufactured state.

11. The truck must be equipped with snow traction type tires on rear. Mud flaps shall be attached behind the rear wheels and fenders shall be along each side of the body. Sufficient tread depth must be acceptable to the equipment supervisor or designate.
12. Helper spring installed on the right front spring.

Plow Equipment

1. Full hydraulic equipment front lifting frame and front and rear towers. All necessary bracing and equipment must be manufactured from sufficient material and design to meet requirements of job. Equipment and installation are subject to approval by the Township.
2. Front frame mounted 9 ft. wide (cleared path) one-way snowplow, complete with Tungsten-Carbide tipped blade (ES-511) or equivalent supplied, and a side-mounted, 12 ft. long snow wing. The operation of all the snowplow equipment must be controlled from within the cab. To ensure safe operation, all plows and wings must be equipped with shoes. A tripping device is required for the front plow and wing.
3. Trucks must be compatible with and be able to facilitate "V" nose snowplow supplied by the Township.
4. Hydraulic pump shall run continuously, and be driven from front of crankshaft by a drive shaft. Belt driven pumps will NOT be accepted.
5. All cables, clamps and installation of same must meet Township Standards.
6. Truck chassis must be reinforced.
7. Lights mounted on snowplow equipment must meet Ministry Standards No. ES-205. If the plow is required and equipped for spreading material, lighting must meet the requirements of Standard ES-204 for a hopper type spreader and ES-234 for a reversible or side dump spreader.
8. Where lamp or sealed beam numbers are referred to, the truck must be equipped with this part, or the equivalent product from another manufacturer.

If the plow truck with plow and wing, with a spreader box is to be operated by one operator the following is required:

- a. Fender tripod mounted 8"convex mirrors, on both left and right fenders.
- b. Front wing post convex mirror, (8" or 12") on wing post.

- c. An in-cab fan for clearing the windows.
- d. Passenger side window power winder.
- e. Reflector tape, reflector stake and red flag on rear of wing plow.
- f. Cable marked to indicate height of front of wing.
- g. Plow controls within the reach of the operator or wing person from a normal upright seated position.
- h. Standard plow control response rates
 - 2.5 to 7.0 second range for rear wing lift controls.
 - 0.5 to 4.0 second range for front plow lift controls.
- i. large add-on reverse light (minimum 4 1/2" utility flood).
- j. Upper plow headlights mounted 66" - 75" from ground and spaced 55" - 60" from center of headlight to headlight.
- k. Halogen headlight-sealed beam halogen headlights.
- l. If equipped, locate radio microphone in reach of the operator when in a normal upright seated position.

Spreader Equipment

- 1. Hopper, Reversible or Side Dump Capacity

The spreader capacity, water level for this contract shall be: 12 cu. yd.

This spreader shall meet the requirements of Equipment Standard: **915-1C** or equivalent.

- 2. Spinners

Maximum height of spinner(s) from ground shall be no more than 8" with the spreader loaded.

- 3. Controls

The operator must be able to start, stop and adjust the rate of flow of the material instantly at any time from the cab.

Provision shall be made in the cab to control:

Left spinner and cross conveyor on/off

Right spinner and cross conveyor on/off (dual spinners only). The above two functions shall be identified.

Plow and Spreader Truck and Plow Equipment

The flow of material must be able to be directed either to the LEFT side spinner or RIGHT side spinner or BOTH spinners where applicable.

4. Salt Chutes

A system shall be supplied to lay salt in a narrow strip 75% of the discharge going between the outside of the rear duals, and a point 200mm/8" outside the rear duals, at 16km/hr. or (10 m.p.h.) on the left and right hand sides. Each salt discharge chute shall be 150mm/6" off the ground.

Discharge opening must not plug due to snow or slush on the highways. The chutes shall be hinged so that they can be swung inside the 2,590 mm/102" width for transport.

5. Spreader

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

The spreader should be capable of spreading a path of material from 1 to 11.25 m (0 - 37') for dual spinners and 3.7 m (12') for single spinner.

There shall be an apparatus to proportion material on to 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.

6. Engine

The main hydraulic pump shall be driven directly from the front of the crankshaft of the truck engine.

7. Lights

All lights shall be supplied and installed by the contractor to MTO Standard

ES-226. Also required is a blue revolving or flashing dome light. The clearance and the spinner spot light shall have separate switches and circuit breakers.

5. Loader

The Township, at its direction will supply a loader at each location and it is understood that the Contractor or operators will be required for the duration of this agreement, to operate the loader to load unit(s). It is understood that the Contractor and operators will be tested by Township in loader operation.

Part "C" Specifications

1. Contractor's Staff

The Contractor and Operators should operate in accordance with the Township's standards and policies.

The Contractor and/or their drivers will be responsible for keeping records as required by the Township.

The contractor shall supply fully trained and properly licensed operator(s) ready to operate the equipment at all times during the contract as directed by the Township.

The unit(s) and operator(s) shall be available twenty-four (24) hours per day, seven (7) days per week until this contract is terminated. The Contractor must have sufficient staff available to operate continuously if necessary. A MINIMUM of two (2) operators must be registered for each plow truck. The operators must only be registered to ONE TRUCK AT ONE LOCATION.

The Contractor shall submit in writing the names, addresses, telephone numbers and driver license numbers of these and all operators to the Township prior to October 1st, of each year of contract.

The Contractor shall be responsible for ensuring that an operator is available twenty-four (24) hours per day, seven (7) days per week until this contract is terminated and it shall be the responsibility of the Contractor to make the Township aware of the available operator, during the life of this contract.

Part "C" Specifications

2. Contactor's Operators' Qualifications

OPERATOR'S NAME	PHONE NUMBER	DRIVER'S LICENSE #	CLASS	EXPIRY DATE-
EXPERIENCE		NAME OF EQUIPMENT	OPERATING TIME (No. Mos. Yrs.)	EMPLOYER
TRUCKS				
LOADERS				
HEAVY PLOW EQUIPMENT				

I HEREBY CERTIFY THE ABOVE STATEMENTS TO BE COMPLETE AND CORRECT.

DATE: _____

SIGNATURE OF CONTRACTOR: _____

Part "C" Specifications - Continued

3. Contactor's Operators' Qualifications

OPERATOR'S NAME	PHONE NUMBER	DRIVER'S LICENSE #	CLASS	EXPIRY DATE-
EXPERIENCE		NAME OF EQUIPMENT	OPERATING TIME (No. Mos. Yrs.)	EMPLOYER
TRUCKS				
LOADERS				
HEAVY PLOW EQUIPMENT				

I HEREBY CERTIFY THE ABOVE STATEMENTS TO BE COMPLETE AND CORRECT.

DATE: _____

SIGNATURE OF CONTRACTOR: _____

Part "C" Specifications - Continued

4. Contactor's Operators' Qualifications

OPERATOR'S NAME	PHONE NUMBER	DRIVER'S LICENSE #	CLASS	EXPIRY DATE-
EXPERIENCE		NAME OF EQUIPMENT	OPERATING TIME (No. Mos. Yrs.)	EMPLOYER
TRUCKS				
LOADERS				
HEAVY PLOW EQUIPMENT				

I HEREBY CERTIFY THE ABOVE STATEMENTS TO BE COMPLETE AND CORRECT.

DATE: _____

SIGNATURE OF CONTRACTOR: _____

Part "C" Specifications - *Continued*

5. Contactor's Operators' Qualifications

No other operators shall be used unless the Township is notified at least five (5) days in advance of the name(s), address (es), telephone number(s), and driver license numbers(s) of the operator(s) to be added to the list. If an unregistered operator or helper appears the Township may decide not to allow them to operate and no Standby Time will be paid and Liquidated Damages will be enforced for the interval until a qualified registered operator or helper appears.

The operator(s) of the Contractor's truck(s) must be available by telephone. All truck operators to be available at the patrol yard ready to work within 30 minutes after being telephoned. No answering services will be allowed, direct lines only.

Where a Contractor has more than one truck assigned to the same location, and more than one truck is required, one phone call will be made to the Contractor or designee, and it will be the Contractor's responsibility to contact all operators and snowplow helpers required, to ensure they report within 30 minutes of the Township's contact with the Contractor or designee.

Contractor's operators must have sufficient experience to meet Township qualifications (as specified in this contract). The Township reserves the right to test The operator(s). Failure of the contractor to supply qualified operator(s) will result in non-award or cancellation of contract.

The minimum age of the Operator(s) shall be 18 years of age. Operator(s) must have an acceptable driving record. The following is a guideline of what constitutes an acceptable driving record:

- a. Six (6) demerit points or less on record.
- b. No convictions or license suspension within three (3) years preceding the application under the Criminal Code of Canada, by means of a motor vehicle
- c. No excessive accumulation of non-pointable offenses. (6 or more non-pointable offenses will be referred to the Township for evaluation).

The consumption of alcoholic beverage or controlled substances on Township property or while engaged in fulfilling the term of this contract is prohibited.

Part "C" Specifications - *Continued*

Contractor's Operators' Qualifications

The prohibition includes:

Reporting for work under the influence of alcohol or controlled substances.

Any infraction will result in Liquidated Damages being applied and appropriate action being taken including the possibility of termination of services.

A pre-contract meeting will be held prior to the start of the contract to outline the contents of the contract. The Contractor (owner) and all the operator(s) will be required to attend.

The Contractor must inspect on or before October 22nd with the patrol supervisor, all roadways within their designated area of plowing, noting the location of protruding manholes, catch basins, culvert ends, curbing ends, utility installations, mailboxes, signs, guiderails, bridges, homes/buildings close to the pavement, and hazardous locations. The contractor must ensure that no damage is caused to such installations, plants, equipment, homes, or other facilities, during plowing operations.

6. Hours of Work

Time to be counted as working hours commence when the plow and crew leaves the patrol yard to commence plowing and continues until the operations are completed and the crew(s) and truck(s) is/are released by the Township. Meal breaks will not be considered as part of the working hour. If the operations commence again within one hour of the completion of the first operation, the time shall continue to run without interruption. To be eligible for continuous payment during this period of less than one hour, the plow crew(s) must be standing by at the patrol yard. If the period between operations is greater than one hour, the hourly rate will not be paid for the time between operations.

7. Hours of Work Restrictions

1. The Regulations made under the Highway Traffic Act Section 165 (A) Subsection (7) (c) governing "Hours on Duty" will apply to the operation of the equipment used for routine maintenance operations.

In emergency maintenance and repair operations hours on duty will be limited to 15 consecutive hours on duty (13 driving and 2 standby), then the operator will be required to take 8 consecutive hours off duty, as per Highway Traffic Act, Section 4/93, Subsection 3, 4, & 5, except where an extension of these hours is specifically authorized by the Township.

Part "C" Specifications - *Continued*

2. Emergency maintenance and repair operations are considered to be those required to re-establish and stabilize safe operation of the transportation system.

8. Basis of Payment

The bid rate per hour will apply to the actual working hours as defined in this contract, and as recorded by the contract administrator, to the nearest fifteen (15) minutes. This rate shall be all inclusive and shall include payment for the truck, plow equipment, spreader body, operator, wing operator, fuel, maintenance, parts, labour, and repairs to the truck and plow equipment and for all mounting and dismounting of plow, wing, and spreader, and other preparatory costs, for all overhead and operating costs, and for carrying out all work associated with this Contract, and for which a basis for payment is not otherwise provided.

A daily rate for standby time shall also be paid whether or not the unit(s) is/are operating. Standby time will commence from the day the unit(s) is/are delivered to the storage location as specified in the Contract, in a condition satisfactory to the Township, and runs until the use of the truck is terminated by the Township.

In the event that the Contractors unit is unavailable for snowplowing and/or spreading operations, the Contractors staff may be utilized to operate Township equipment. The Contractors operation of Township equipment is an optional decision on the part of the Township. If the Contractors crew(s) fail to report within the 30 minutes Liquidated Damages will apply.

9. Liquidated Damages

1. It is agreed by the parties to these agreements, that if the unit(s) with necessary personnel is/are not able to proceed as specified in this contract damages will be sustained by the Township.
3. Since it will be impracticable to ascertain and determine the actual damage which the Township will sustain in the event of, and by reason of such delay or such failure of the equipment or operators to be ready or to continue with the winter operation assigned, the parties agree that the Contractor will be required to pay the Township liquidated damages in the following amounts:
 - o \$85.00 (eighty five dollards) for failing to report within 30 minutes after notification (callout) has been given by the Contract Administrator, and then
 - o \$85.00 for each additional hour or fraction thereof

Part "C" Specifications - Continued

- o \$85.00 per hour for every hour or fraction thereof **after** initial hour of not being able to continue operations due to a failure of the Contractor's equipment. This charge will continue until:

- a) The Contractor's Units and operators commence work; or
- b) The Contractor's crew commence work using Township equipment, or without pay; or
- c) The Contract Administrator has ordered plowing, sanding and/or salting operations to cease.
- d) The standby time payment set out in this Contract will not be paid if the unit(s) is/are broken down or otherwise unavailable for the period of over two (2) hours in any 24 hour period, or if the unit and operator(s) do not report to work within 30 minutes after being called. The only exception to this is the unit may be removed from the yard for the purposes of repair for a period not to exceed 8 (eight) hours. Such approval will be given when the weather is obviously good. Prior approval must come from the contract administrator, however if the truck is required to operate and not available, liquidated damages will be enforced.

10. Fuel Index

To combat volatile fuel prices we request that the contractor give us an average price per hour for the truck's fuel consumption for the life contract. Then based on the monthly average rack price the formula would be as follows:

Fuel Cost per Hour: _____

Example:

- The fuel cost per hour is \$41.85/hr.
- The publicly advertised "rack price" of clear diesel on June 21, 2011 was \$0.857 per liter. (Taxes not included)
- If the average rack price for the month is calculated to be \$0.917 per liter and the truck has worked 50 hours, the adjustment would be $(\$0.917 - \$0.857 = \$0.06/\text{litter or } 6.5\%)$. Therefore the credit to the Municipality would be $(50\text{hrs} \times 41.85 \times 6.5\% = \$136.01)$

We would require calculating this variation on a monthly basis and applying the difference to the invoices.

Part "D" – Prices

The undersigned agrees to complete the work specified in accordance with Parts A, B, C, and D of the tender for the following prices. The areas will be considered on an individual basis.

(All unit prices are **Not** to include H.S.T.)

Area in Attached Sheet (Appendix A)

Item Description

Unit Est.	2011-2012		2012-2013		2013-2014	
	Unit Total Price	QTY Total Price	Unit Total Price	QTY Total Price	Unit Total Price	QTY Total Price
Hours 300						
Standby Days 153						
Subtotal						
HST:						
	2011-2012		2012-2013		2013-2014	
Total Price						

H.S.T. Registration No. _____

Note: All Quantities are estimates and are not to be considered a guarantee of hours to be worked.

Part "E" Form of Tender

By my/our signature hereunder, I/we hereby certify this as the Tender for Winter Plowing, Sanding and Salting (Combination Units Only), in accordance with Parts "A", "B", "C", and "D" of subject Tender, executed by me/us and dated this _____ day of _____, 2011.

Witness

Signed

*(Must be signing Officer of Firm if
Corporate Seal Not Available)*

Print Name of Above Signing Officer

Position

Name of Firm

Please Affix Corporate or Legal Seal

Appendix "A"

(Approximately 53.8 km)

Tendered Route	Distance in KM
53.8 km	
Douro 5 th Line (N of 4)	4.2
Centre Rd	2.8
Douro 4 th Line (N of 4)	7.8
Douro 3 rd Line Rd	11.6
Douro 3 rd (S of 4)	0.8
Lynch's Rock Road	11.2
Strickland Rd	5.6
Douro 5 th Line (S of 6)	3.8
Moodie Dr	1.6
Stenner Rd	1.2
Hillard Way	0.4
Yale Rd	0.4
Thelgar Rd	0.6
South Beach Rd	1.2
Block Rd	0.2
Old Highway 28	0.4