



**Re: Snow Removal Tender 2018**

Bidders:

Please find enclosed a copy of the tender documents for the removal of snow from Town sidewalks and/or Town owned properties. The Town will receive hand delivered sealed envelope tenders marked "Snow Removal" until **2:00 p.m. Friday November 9, 2018**, at the Town Center, 234 Shakespeare Drive, Stratford, PE. Bidders shall indicate whether the tender is for Town sidewalks, Town owned properties or both. **Bidders shall note the following tender instructions:**

1. Tenders shall be submitted on the form(s) provided and the form(s) shall be completed, signed and dated. Any information required from the bidder shall be attached to the tender form.
2. The Town of Stratford reserves the right to accept or reject any or all tenders and the lowest or any tender will not necessarily be accepted.
3. Late, emailed, faxed, unsigned or incomplete tenders, **will not be accepted.**

All bidders are invited to meet at the Town Center, 234 Shakespeare Drive on **Tuesday November 6<sup>th</sup> at 1:00 pm**, to attend a tour of the sites, this tour is not mandatory, but is recommended, particularly for first time bidders.

For further information or clarification, please contact me at 626-9130.

Sincerely,

Joe Driscoll

Joe Driscoll  
Infrastructure Superintendent

**THIS AGREEMENT** between the **Contractor**, and the **Town of Stratford**, herein called the Town.

**WITNESSETH, AS FOLLOWS:**

1 General Covenant

The Contractor hereby covenants and agrees with the Town to perform snow removal operations for Town walkways and sidewalks and/or Town/Utility owned properties as specified herein.

2 General Instructions

2.1 Observance of Laws and Regulations

The contractor must conform to all applicable laws, regulations and by-laws in force, such as the Highway Traffic Act and the Construction Safety Act and Regulations under authority of the Workers Compensation Board and is responsible for obtaining any permits or licenses required to perform his or her obligations under this contract.

Flashing amber lamps and reverse warning devices must be used on all snow removal equipment.

2.2 Inadequate Performance

If, in the opinion of the Town, the contractor neglects or is not sufficiently diligent in his or her work, the Town, after verbal warning (confirmed later by letter), may have the necessary work done and deduct the cost from the payments due to the contractor. If the Contractor's performance continues to be unsatisfactory, the Town may cancel the contract. The Town is not responsible for compensating the Contractor for difficulties or damages resulting from these actions.

2.3 Discretion of the Town

The Town shall have the final say in matters where discretion must be applied in the event of a difference of opinion between the Town and the Contractor. These matters include deciding when widening or maintenance is required after drifting or road widening.

2.4 Responsibilities of the Contractor

The Contractor, the Contractor's agents and persons employed by or under the control of the Contractor, and all servants and agents of sub-contractors, if any, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages in respect of any injury to persons or to property of whatever description, and in respect of an infringement of any

right, privilege or easement whatsoever, occasioned in carrying on the works or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part, or on the part of any of the Contractor's agents, workers or persons employed by or under control of the contractor or any sub-contractors, their servants or agents, and shall, at the Contractor's own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury of infringement, and to prevent the interruption of or damage or menace to, the traffic on any public or private road, and to secure to all persons and corporations the interrupted enjoyment of all their rights, in and during the performance of any said works; and the Contractor shall indemnify and save harmless the Town from and against all claims and demands, loss, cost, damages, actions, suits or other proceedings whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributed to any such damage, injury of infringement.

## 2.5 Liability Insurance Policy

The Contractor shall take out and maintain comprehensive general liability insurance covering the legal liability of the Contractor for injuries to or death of persons and/or damage to property of others for limits of not less than three million (\$3,000,000) dollars per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town. Such insurance shall name the Town of Stratford as named insured, shall be primary and not require the sharing of any loss by any insurer of the Town, shall contain cross liability coverage and shall preclude subrogation by the insured against the Town of Stratford. The Policy shall contain an endorsement to provide the Town with sixty (60) day notice in writing of any material changes or cancellations. A copy of the policy shall be supplied to the Town prior to execution of this agreement.

## 2.6 Sub-Contracting

No sub-contract may be made without the prior written consent of the Town of Stratford.

## 2.7 Method of Payment

Payment will be made at the beginning of each month after an invoice has been submitted for snow clearing for the previous month and the final payment will be made at the end of May, after all damage has been repaired.

# 3 Snow Clearing

## 3.1 Scope of the Contract

### (1) Town Property

The contractor is responsible to remove snow from the following Town owned properties:

- (a) Town Center, **234 Shakespeare Drive**- All paved and graveled parking areas and driveways.
- (b) Maintenance building, **21 Hollis Avenue** - driveway and gravel parking area.
- (c) Bunbury Hall, **90 Clifton Road** - paved parking area
- (d) Cotton Park, **57 Bunbury Road** - paved and graveled parking area and paved circular driveway.
- (e) Ponside Park, **15 Keppoch Road** - shale parking area.
- (f) Crossroads Community Center **88 Georgetown Road** gravel parking lot and front and back entrances.

(2) Southport Seniors Property

The contractor is responsible to remove snow from the following property owned by the Southport Seniors Corporation:

- (a) Southport Seniors Complex, **26 Mutch Drive** - paved parking area and driveway.

(3) Town Utility Property

The contractor is responsible to remove snow from the following Town Utility owned properties:

- (a) Sewerage Treatment Plant, **10 Stratford Road** - gravel driveway and parking area.
- (b) Water stations at:
  - Ponside Park. Driveway to building and parking area by door.
  - BeaconHill. Driveway and turnaround area in front of door.
  - Reservoir. Driveway and past door of small building
  - Reeves Estates 41 MacIntosh Drive. From end of Macintosh to yellow gate. Inside fenced compound, and parking area on right.
  - Cable Heights Water Station on Nottingham Drive.

(4) Town Sidewalks and Walkways

The contractor is responsible to clear snow from the following Town owned sidewalks and walkways:

- (a) Sidewalk on Stratford Road from Pinehill Drive to Southport Esso.
- (b) Sidewalk on Kinlock Road from TCH to Keppoch Road.
- (c) Sidewalk on MacKinnon Drive.
- (d) Sidewalk on Keppoch Road from Stratford Road to Isleview Dr.
- (e) Sidewalk on Glen Stewart Drive from Stratford Road to Stratford Elementary.
- (f) Sidewalk on Georgetown Road from Pinehill Drive to 198 Georgetown Rd.
- (g) Sidewalk on Hopeton Road from Bunbury Road to Route 1.
- (h) Sidewalk on Bunbury Road from Hopeton Road to Duffy Road.

- (i) Sidewalk on Mason Road from Bunbury Road to 218 Mason Road.
  - (j) Walkway from Bunbury Rink Hall to Mason Road.
  - (k) Walkway from Wren Drive to Heron Drive.
  - (l) Paved walkway along Mutch Drive & Glenstewart Dr.
  - (m) Trail from Hopeton Road to Heron Drive.
  - (n) Paved and concrete walkway from Heron Drive to Glen Stewart Stewart Drive via the Route 1 underpass
  - (o) Sidewalk On Jubilee Drive from TCH to Shakespeare Drive
  - (p) Sidewalk on Shakespeare Drive from Jubilee to Town Hall entrance.
  - (q) Short section of sidewalk on West side Stratford Rd. by CGI Building.
  - (r) Trans Canada Trail on Shakespeare Drive, Glen Stewart Drive, Stratford Road, Hollis Ave, and Wastewater Treatment Plant.
  - (s) Walkway/trail on Mason Road from Williams Gate to Hollis Ave.
  - (t) Walkway/trail on Stratford Road from Southport Drive to Bayside Drive.
- The current length of sidewalks, walkways and trails referred to in this document is approximately 20 KM.

### **3.2 Snow Removal Specifications**

The contractor shall remove the snow to bare pavement as much as possible. Snow removal operations shall commence after a snowfall or as directed by the Manager - Public Works & Utility or designate. Snow removal operations shall continue uninterrupted until the contract work is completed after commencement. In addition, the contractor shall ensure that the Town Centre is cleared by 5 a.m, the Town maintenance building is cleared by 6 a.m and Cotton Park and Cross Roads Community Center are cleared by 7:30 a.m. The Sewerage Treatment Plant and the water stations are to be kept maintained and clear at all times. In addition to clearing after snowfalls, sidewalks and parking areas shall be maintained clear after drifting, development of slush, or widening of the roads by the Department of Transportation and Public Works.

### **3.3 Width of Sidewalk Clearing**

Sidewalks and walkways shall be cleared and maintained to their full width. Snow blowing equipment shall be used for the widening of sidewalks and walkways and lowering of banks as necessary. Blowing of snow into driveways shall be avoided as much as possible.

### **3.4 Salting and Sanding of Sidewalks**

Sidewalks and walkways shall be salted and sanded as directed by the Director of Infrastructure or designate. Salt and Sand will be supplied by the Town. The Contractor shall also have suitable equipment for sidewalk scraping, salting, and sanding, which will be used at the discretion of the Town.

### **3.5 Snow Removal Operations in Severe Weather**

The contractor may cease operations in severe conditions when the Department of Transportation and Public Works have pulled their plows off the roads.

### **3.6 Damage to Property**

Damage to private or public property caused by the snow removal operations is the responsibility of the Contractor. The contractor may place markers to aid in the protection of property provided they are removed by the end of April. The contractor shall repair damages caused by snow removal operations by the end of May in the contract year. **The Contractor is responsible for documenting and photographing any pre-existing damage or deficiencies prior to contract commencement.**

## **4 EQUIPMENT**

### **4.1 Necessary Equipment**

The Contractor must have enough equipment at their disposal to satisfactorily meet the terms of this contract. The Contractor must also have enough standby equipment to complete the snow clearing operations without delays due to break downs. All of the proposed equipment must be maintained in good working condition. The Contractor will not substitute any equipment for that proposed in the contract without prior written approval from the Town.

## **5 TENDER INFORMATION REQUIREMENTS**

### **5.1 Tender Submissions**

The Contractor will provide the following information with the bid. Any bid submitted which does not contain this information will be rejected:

(1) Bid Form

The bid form(s) which are attached as Schedule "A" for "Town Properties" and Schedule "B" for "Town sidewalks and Walkways" shall be submitted, dated and signed by an authorized person.

(2) Equipment

The Town will consider the amount, type and quality, of equipment when selecting the Contractor. Bidders shall submit details on each piece of equipment proposed to be used which shall include make, model, equipment weight, equipment width, blade width, blower width, horsepower, age and designated use i.e (parking areas or sidewalks).

(3) Proposed Methodology

The Town will consider the proposed methodology of the contractor for carrying out the work of this contract when selecting the Contractor. The Contractor will describe how the contract requirements will be met, including determining when snow clearing operations will commence, how many pieces of equipment will be dedicated to the job, the estimated time of

completion, when widening will be done, what precautionary measures may be taken to avoid damage, etc. The contractor shall not deviate from the proposed methodology during the term of the contract without the prior written consent of the Town.

## **6 PRICE STRUCTURE**

### **6.1 Contract Award**

Contractors may bid on snow removal from Town properties (Town, Utility and Seniors per Schedule "A") and/or snow removal from town sidewalks and walkways (per schedule "B"). Each contract will be considered and awarded separately considering price, equipment and proposed methodology.

### **6.2 Term of Contract**

This contract shall cover snow removal operations for a two year period from November 15 - April 30<sup>th</sup>, for the years 2018/2019, 2019/2020. The Town reserves the option to extend the contract in one year intervals, for the 2020/2021 season and, 2021/2022 season, based on satisfactory performance and in consultation with the contractor.

New conditions may be initiated by the Town requiring the Contractor to take on added responsibilities. If these new conditions materialize, then new terms and conditions for the balance of the contract will be negotiated.

### **6.3 Contract Rate - Town Owned Properties**

The Contractor shall quote a fixed rate for snow removal from Town owned properties from Nov 15<sup>th</sup> to April 30<sup>th</sup> for each year of the contract. for Town accounting purposes, the contractor shall break down the cost in Schedule "A" between Town properties, the Seniors complex and Utility properties. Additionally, an hourly rate shall be quoted for additional work requested by the Town that is not covered in the contract.

### **6.4 Contract Rate - Sidewalks**

The contractor shall quote a standby rate per day from November 15<sup>th</sup> to December 15<sup>th</sup> each year. Additionally, the Contractor shall quote a contract rate per hour for hours of snow removal operation each season from November 15<sup>th</sup> to April 30<sup>th</sup>.

**NOTE:** The standby rate will be revoked, and the hourly rate will supersede, when three (3) hours of snow removal operations take place on any calendar day between November 15<sup>th</sup> and December 15<sup>th</sup>.

### **6.5 Contract Rate - Adjustments**

In the event of extreme fluctuations in fuel prices the Town may, upon receiving a request from the contractor, adjust the rate up or down to reflect current fuel costs. Extreme fluctuation is deemed to be \$.0.20 cents per liter or more above the per liter price at the time of contract award. Any application for adjustment to contract rates must be in writing and will be subject to approval from Town Council.

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**Schedule “A”**

We, \_\_\_\_\_ agree to provide the necessary labour, material and equipment to  
*Contractors name/company*  
 perform snow removal operations from **Town & Utility Owned Properties** in the Town of Stratford  
 in accordance with the Tender Form and Agreement dated \_\_\_\_\_ 2018 for the  
 following prices:

<b>Snow Removal From Town Properties (3.1.1)</b>	PRICE		HST	TOTAL
Fixed Rate - 2018/2019				
Fixed Rate - 2019/2020				
Optional year - 2020/2021				
Optional year - 2021/2022				

<b>Snow Removal From Seniors Property (3.1.2)</b>	PRICE		HST	TOTAL
Fixed Rate - 2018/2019				
Fixed Rate - 2019/2020				
Optional year - 2020/2021				
Optional year - 2021/2022				

<b>Snow Removal From Utility Properties (3.1.3)</b>	PRICE		HST	TOTAL
Fixed Rate - 2018/2019				
Fixed Rate - 2019/2020				
Optional year - 2020/2021				
Optional year - 2021/2022				

<b>Hourly Rate for Optional Work (labor &amp; Equip.)</b>	PRICE		HST	TOTALp
Per hour rate - 2018/2019				
Per hour rate - 2019/2020				
Per hour rate optional year - 2021/2021				
Per hour rate optional year - 2021/2022				

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

Contractor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



**Schedule “B”**

We \_\_\_\_\_ agree to provide the necessary labour, material and equipment to  
*contractor's name/company*  
 perform snow removal operations from **Town Sidewalks, trails, and Walkways** in the Town of Stratford in accordance with the Tender Form and Agreement dated \_\_\_\_\_ 2018 for the following prices:

<b>Snow Removal From Sidewalks/Walkways</b>	price	HST	total price
Hourly Rate – 2018/2019			
Hourly Rate – 2019/2020			
Hourly Rate optional year – 2020/2021			
Hourly Rate optional year – 2021/2022			
Standby Rate - 2018 Nov 15 <sup>th</sup> – Dec 15 <sup>th</sup> per day			
Standby Rate - 2019 Nov 15 <sup>th</sup> – Dec 15 <sup>th</sup> per day			
Optional year - 2020 Nov 15 <sup>th</sup> – Dec 15 <sup>th</sup> per day			
Optional Year - 2021 Nov 15 <sup>th</sup> – Dec 15 <sup>th</sup> per day			

Date \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_