



TOWNSHIP OF STONE MILLS

SNOW PLOWING TENDER – TOWNSHIP GROUNDS NORTH, 2008

Date Issued: **December 4, 2008**
Tender Closing: **12:00 Noon local time, Monday December 15, 2008**
Period **2009**

Tenders are to be submitted in a sealed envelop clearly marked on the outside “**Snow Plowing Tender**” to the:

Township of Stone Mills
Municipal Office
4504 County Road 4
Centerville, Ontario
K0K 1N0

prior to the closing date of 12:00 Noon local time, December 15, 2008.

Contractor must read the follow conditions carefully prior to submitting a tender. Once a tender has been accepted, they will be bound by these conditions.

SCOPE OF WORK

The Municipality is responsible for the care and maintenance of a number of properties further described as:

Fire Stations

- Fire Station 2, 2861 County Road 14, Enterprise;
- Fire Station 4, 630 County Road 4, Tamworth

Municipal Properties

- Enterprise Community Hall, 2 Prince Street
- Tamworth Hall, 1 Ottawa Street

GENERAL CONDITIONS

Terms

1. This contract shall commence on January 1, 2008 and shall terminate on April 30, 2009.
2. In providing the services identified in this quotation, the Contractor agrees to coordinate all activities and schedule all work under the direction of the Chief Building Official.
3. The Contractor acknowledges that the Chief Building Official or a representative may from time to time conduct inspections of any work identified herein to ensure the work is being conducted to the satisfaction of the Municipality.
4. The contract price is detailed in Schedule "A".
5. The contractor must inspect all properties within the area of operations, noting the location of protruding manholes, catch basins, culverts and ends, curbing, mailboxes, utilities, signs, guide rails, private property, homes and other buildings and fences. The contractor must ensure that no damage is caused to the Township's assets during plowing operations. If such damage results the contractor acknowledges that the contractor shall be responsible and shall reimburse the Township for all costs associated for the repair of the damage.
6. The contractor shall ensure that all drivers and operators of the equipment are property licensed and property trained in the operation of the equipment being used. Only skilled tradesman shall be employed on this project.
7. Materials and equipment provided by the Contractor shall not be stored on any Township grounds.
8. The Contractor will be responsible for all maintenance to trucks, plows, sand/salt unit and accessories.

Breach of Contract and Termination

1. The contractor understands that the agreement may be terminated at any time in the event that the contractor fails to perform the work, to the satisfaction of the Township, or fails to comply with any of the conditions specified in the agreement. If this agreement is so terminated the Township reserves the right to declare the contractor ineligible to bid on any Township work for a 24 month period following the contractor default.
2. In the event of breach of contract, the Township reserves the right to have the work completed at the Contractor's expense.
3. If the contractor or an employee or agent fails to perform the work specified in the agreement or fails to perform it to the satisfaction of the Township, the contractor shall be liable for any loss or damages suffered by the Township as a result of the contractor's default and the Township may deduct the amount of loss from any monies due or to become due to the Contractor from the Township.
4. Thirty (30) days notice of termination by either party must be given. This notice must identify reasoning for termination. Termination on the grounds of monetary issues will be considered breach of contract and the work shall be completed at the Contractor's expense.

Health & Safety

1. The Contractor must comply with the Township's Health and Safety Policies including Personal Protective Equipment.
2. The Contractor shall conform to all safety legislation and shall be responsible for the safety of all employees.
3. The Contractor shall submit a Clearance Certificate in compliance with the Workmens Compensation Act of the Province of Ontario.

Equipment

1. All materials, tools and equipment required for maintaining the properties as described therein are to be supplied at the expense of the Contractor.
2. All equipment used shall be rubber mounted and a list of equipment shall be submitted to the Township prior to being used to carry out this contract.
3. The use of snow blowers shall be restricted to locations where adjacent properties are not affected and to hours when persons will not be subject to injury.
4. Contractors may be required to provide satisfactory evidence of their ability to carry out the work identified herein and will be expected to secure backup equipment if required to fulfil the commitment of the service level expected.

Insurance

1. The contractor agrees to indemnify and save harmless the Township and all Municipal officers, employees, servants and agents from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of this contract or the performance of any of the terms of the agreement or in any way incidental to the agreement.
2. The contractor shall hold liability insurance covering bodily injury and property damage and remain in effect for the 2008-2009 snow plowing season and submit said insurance to the Township.

General Duties

1. This contract shall cover the plowing of all snow from entrances, parking areas, fire lanes and walkways when the accumulation of snow is in excess of 8 centimetres (2.75 inches) and shall be carried out in such a manner as to ensure easy access to entrances, parking areas and loading areas by 7:30 a.m. in the event of a storm during the night. During the daytime storms all access to the buildings must be kept open to allow cars free movement without undue hardship.
2. The surface area shall be plowed to bare.
3. This contract includes maintaining all building entrances clear from snow and ice at doors and drains at the time of each plowing, to ensure safe entrance to the building.
4. Snow shall be piled or winged back sufficiently to allow room to handle future storms without damaging structure including fences.
5. Sanding and/or salting will be required when footing and traction becomes dangerous and will be carried out on an as required basis by the successful snow removal contractor.

Miscellaneous

1. From time to time additional work may be required in order to achieve the objectives of the Municipality regarding care and maintenance of the properties that is not identified herein. The Contractor shall upon being notified of such work, perform the work as assigned and at the tendered hourly rate stated herein.

Invoice

1. the Contractor acknowledges that the contract is structured on an as need basis depending of snow fall as identified in General Duties.
2. The Contractor will be required to submit an invoice to Glenn Barnes, Chief Building Official, Township of Stone Mills, Municipal Office, 4504 County Road 4 centreville, Ontario, K0K 1N0 prior to payment at the end of each month. Invoices are subject to verification at any time.
3. Information on the Invoicing shall include all dates and locations when work was performed.

AGREEMENT

THIS AGREEMENT made in duplicate the _____ day of December, 2008.

BETWEEN:

Hereinafter called the “**Contractor**”,

Of the **FIRST PART**

-and-

THE CORPORATION OF THE TOWNSHIP OF STONE MILLS,

Hereinafter called the “**Corporation**”

Of the **SECOND PART**

WHEREAS the Corporation has agreed to contract the responsibility for the care and maintenance of municipal properties described in herein in accordance with the terms of this contract, which agreement has been approved by the Council of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Contractor and the Corporation hereby mutually covenant and agree each with the other held herein.

SIGNED, SEALED AND DELIVERED
in the presence of:

The Corporation of the Municipality of Stone Mills

Witness

Contractor

Debbie Thomson, Reeve

Darlene Plumley, CAO/Clerk

SCHEDULE "A"

I, _____ hereby agree to perform the duties of Snow Plowing Contract – Township Grounds North as identified herein and set out for the following price:

	2009
Price	\$
GST	\$
Total	\$

Hourly Rate for Extra Duties

	2009
Price	\$
GST	\$
Total	\$

After fuel price hits \$ ____ per litre, additional costs billed to ther Township for services will be \$ ____ per day.

Quote Submission By:

Name of Firm

Address

Name of Person Signing for Firm

Signature of Person Signing for Firm

Date