



**THE CORPORATION OF THE
MUNICIPALITY OF SIOUX LOOKOUT**

**HUDSON WINTER ROAD
MAINTENANCE AGREEMENT**

**2023/2024
&
2024/2025**

HUDSON ROADS WINTER MAINTENANCE CONTRACT - REQUEST FOR PROPOSALS # R011-2023

SECTION 1

PROPOSAL SUMMARY

This Request for Proposal (RFP) is for a two (2) year period, consisting of two (2), six (6) month terms; first term is from November 1, 2023 to April 30, 2024 and the second term is from November 1, 2024 to April 30, 2025 and includes the following:

1. This Proposal is for the provision of winter maintenance services for the community of Hudson's road network for the stated two-year period in the following areas:

Zone 1, Hudson (approximately 6.6 km of roadway(s)); See maps in Appendix for specific roads.

Zone 2, Goodie Lk RD (approximately 2.2 km of roadway that is 5.2kms west of Hudson)See map in Appendix for specific road

* the main road into and through downtown Hudson is Highway 664. All maintenance of Highway 664 is the responsibility of the Ministry of Transportation (MTO) and therefore not to be considered as part of the winter road maintenance to be conducted under the ensuing contract.

2. For the first term of 2023/2024, beginning on the first day of November 2021, for a period of six (6) months or until requested by The Corporation of the Municipality of Sioux Lookout (Municipality), winter maintenance road work shall be conducted as stated within the Proposal document.
3. Prior to commencing winter maintenance road work for the second term, first day of November 2024, the Contractor awarded the contract in 2023 and the Municipality will renegotiate applicable equipment rates, if required, to be applied towards work provided for the second term. **Deadline for submission of modified equipment rates for review prior to the second term (2024/2025) will be July 1, 2024.** Failure to determine acceptable equipment rates by either party will result in the re-tendering of the Hudson Roads - Winter Maintenance Contract to the general public for the second term. Additionally, failure to

submit modified equipment rates prior to July 1, 2024 will forfeit the review process and first term equipment rates will be carried forward into the second term.

Winter sand for Zone 1 will be supplied by the Public Works Department and can be delivered by the Public Works Department to Hudson upon request provided 48 hours notice is given. If delivery of winter sand to Hudson is requested, it is the responsibility of the Contractor to have an acceptable storage area for winter sand.

Bids will be accepted for the entire zone only and not for partial areas within the zone.

Any revisions to a submitted Proposal will require re-submission of the Proposal in its entirety with the most recent submitted Proposal considered the final bid.

A bidder may withdraw their Proposal upon written request received by the Clerk any time prior to the closing date and time.

The lowest or any Proposal will not necessarily be accepted. The Municipality reserves the right to waive informalities in any Proposal and to accept the bid which it deems most advantageous.

Deadline for Proposal submission is June 30, 2023 at 1:00 p.m. local time.

Please submit your proposal/bid to:
Corporate Services Department
The Corporation of the Municipality of Sioux Lookout
Attention: Brian MacKinnon, Municipal Clerk
25 Fifth Avenue, PO Box 158,
Sioux Lookout, ON P8T 1A4

Notice:

The daily stand-by rate is to include a road patrol conducted daily to assess road conditions for traction and ice formation. A record of the daily road patrol consisting of the date and time is to be kept and submitted to the Municipality with invoicing for any work conducted under the contract. FAILURE TO INCLUDE THE DAILY ROAD PATROL RECORD WILL RESULT IN PAYMENT FOR STAND-BY TO BE WITHDRAWN FROM THE MONTHLY INVOICE. Patrolling and assessing a main arterial road, such as The Mill Road, could be utilized to determine the condition of all other roads.

Ontario Regulation 239/02 (O.Reg. 239/02), Minimum Maintenance Standards for Municipal Highways, was amended in 2018 and road classification criteria has changed. Hudson roads are now classified as Class 5 and Class 6 only and therefore

minimum maintenance standard requirements are to reflect the updated road classifications.

SECTION 2

EQUIPMENT LIST

Minimum equipment specifications includes: #1 to #4

MINIMUM EQUIPMENT SPECIFICATIONS

1. COMBINATION SANDING AND PLOW TRUCK

- Class 6 diesel truck or greater *
- GVWR – (8,846 – 11,793 kg)
- minimum engine net power – 250 hp
- minimum net torque – 650 lbs./ft
- in cab controls for sanding unit
- sanding unit to hold 2 - 4 m³ of sand
- lighting requirements to conform to MTO spec ES-204

* Substitution for the above noted equipment may be considered if a wheel loader or equivalent is capable of performing snow plowing/removal activities to the standards set out in the specifications below (Conditions of Contract). A broadcast sand spreader is required to place sand for traction equally and effectively and therefore is required but may be a standalone unit separate from the equipment utilized for snow plowing/removal.

2. LOADER WITH BUCKET AND BLADE ATTACHMENTS

- minimum size of loader to be Caterpillar 930M or equivalent
- rotating blue light

3. GRADER

- minimum size of grader to be Caterpillar 120M or equivalent *
- to be used mainly for peeling ice/snow
- rotating blue light

* Omission of a grader from the Contractor's equipment will be accepted with the understanding that if any grader work is required for winter road maintenance, the work will be conducted by the Municipality and invoiced to the Contractor.

4. SMALL LOADER (FOR HUDSON'S NARROW ROADS)

- minimum size of loader to be a Caterpillar 416F, 4 wheel drive or equivalent
- rotating blue light

EQUIPMENT:

Vehicle #1 Type: _____ Make: _____
Model: _____ Year: _____
Lic. No: _____ Reg GVW: _____
Expiry Date: _____

For the above equipment a rate of \$ _____ per hour (including operator) will apply.

Vehicle #2 Type: _____ Make: _____
Model: _____ Year: _____
Lic. No: _____ Reg GVW: _____
Expiry Date: _____

For the above equipment a rate of \$ _____ per hour (including operator) will apply.

Vehicle #3 Type: _____ Make: _____
Model: _____ Year: _____
Lic. No: _____ Reg GVW: _____
Expiry Date: _____

For the above equipment a rate of \$ _____ per hour (including operator) will apply.

Vehicle #4 Type: _____ Make: _____
Model: _____ Year: _____
Lic. No: _____ Reg GVW: _____
Expiry Date: _____

For the above equipment a rate of \$ _____ per hour (including operator) will apply.

Standby:

For the purpose of standby, a daily rate of \$ _____ will apply.

SECTION 3

CONDITIONS OF CONTRACT

The Contractor shall:

- 1) Covenant and agree to indemnify and save harmless The Corporation of the Municipality of Sioux Lookout (hereinafter referred to as the Municipality) and its representatives from any claim for damage resulting from any operation and/or work conducted while fulfilling the obligations under this contract.

- 2) Provide insurance - Comprehensive General Liability insurance, in the following manner:

The Contractor shall carry a comprehensive General Liability insurance policy satisfactory to the Municipality in the amount of TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence.

The Municipality shall also be named as an additional insured on the Policy with respect to any work performed by the Contractor for the Municipality. A Certificate of Insurance shall be provided to the Municipality confirming the above stated.

The insurance policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the Municipality and the Municipality's approval of the cancellation, transfer, assignment or alteration.

If warranted, provide the Municipality with copies of respective registration and owner certificates of insurance for the individual equipment utilized.

- 3) Employ properly licensed, trained, and competent workers throughout the duration of the contract.
- 4) Ensure the equipment is maintained and readily available to perform operations as required throughout the duration of the contract.
- 5) Declare that the Contractor has, and will pay forthwith, all provincial and federal taxes that apply to the said equipment.
- 6) Provide all necessary labour, supervision, and equipment to perform all work, and fulfill requirements as set forth in strict accordance with the contract.

- 7) Be responsible for the payment of wages of any employee(s) hired to conduct the work as obligated under this contract and when requested shall furnish evidence to the satisfaction of the Municipality that these wages have been paid in full. If failure to do so, the Municipality shall have the right to withhold payment of such sum(s) of money due that would be sufficient to cover any wages owed.
- 8) Clearly understand and agree that **the Contractor IS NOT**, nor is anyone hired by the Contractor, covered by the Municipality under the Workplace Safety & Insurance Board, the Employment Insurance Act, or any other Act, whether provincial or federal, in respect to the Contractor and the Contractor's employees & operations, and shall furnish the Municipality with satisfactory evidence that the Contractor has complied with the provisions of any such Act. If failure to do so, the Municipality shall have the right to withhold payment of such sum(s) of money due to the Contractor that would be sufficient to cover the Contractor's default and the Municipality shall have the right to pay the same.
- 9) Agree to comply with the Occupational Health & Safety Act and Regulations and will be responsible for the compliance therewith of any employees while working under the terms of this contract.
- 10) Provide a list of emergency numbers whereby the Municipality can be in immediate communication with the Contractor.
- 11) Provide the Municipality with a satisfactory letter of clearance from WSIB prior to the commencement of any work. If the Contractor is a sole proprietor, the Contractor shall provide a signed waiver stating WSIB clearance is not required.
- 12) Understand that the equipment rate quoted under Section 2 – Equipment, represents the complete payment for which the Municipality is liable and without limiting the generality of this payment, it shall include depreciation, interest, insurance, repairs, maintenance, supplies, fuels, lubricants, employee's wages, supervision, overhead, profit, etc.
- 13) Understand that the Municipality may terminate the contract in the event that the Contractor fails to perform the work to the satisfaction of the Municipality or its representative(s), or fail to comply with the conditions specified in this contract. If the contract is terminated, the Municipality reserves the right to declare the Contractor ineligible to bid on ANY operation controlled by the Municipality for a period of twelve (12) months following termination.
- 14) Acknowledge that the basis of payment shall be for actual equipment working hours and shall not include time for standby or meal periods taken by the Contractor or the Contractor's employee(s).

- 15) Agree that winter road maintenance shall be conducted in accordance to Ontario Regulation 239/02; last amendment 366/18 - Minimum Maintenance Standards for Municipal Highways, or when requested by the Municipality or its representative(s). A map of Hudson road classification is attached to cross-reference the road classification(s) to the applicable standards specified in Ontario Regulation 239/02. Payments for winter road maintenance will only be paid under the set conditions referenced in Ontario Regulation 239/02, or when requested by the Municipality or its representative(s). Invoicing for winter road maintenance conducted outside of the specified standards, specifically, snow accumulation, will not be processed by the Municipality.
- 16) Perform the winter road maintenance required in a method that is most economical and time saving to the Municipality and its citizens. At times, the Public Works Department may provide input on methods of completing the work.
- 17) Acknowledge that although O.Reg. 239/02 does not specify minimum maintenance standards for Class 6 roads, the Municipality still maintains full liability for all maintenance requirements of Class 6 roads. Class 5 roads will be maintained as a priority over Class 6 roads.
- 18) Understand that failure to initiate winter road maintenance in accordance with times specified in O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways, will result in the work being conducted by the Municipality and the Contractor will accept all charges and costs related to performing such work.
- 19) Conduct sanding of roads for the treatment of ice formation as per Ontario Regulation 239/02 - Minimum Maintenance Standards for Municipal Highways. Sanding will be conducted to provide safe passage for vehicular traffic or when instructed to do so by the Municipality or its representative(s). The Municipality or its representative(s) also reserve the right to instruct for a reduction or increase in the frequency of sanding for specific sections of roads.
- 20) Include with the daily stand-by rate the provision to conduct a daily road patrol to assess road conditions for traction and ice formation. A record of the daily road patrol consisting of the date and time is to be kept and submitted to the Municipality with invoicing for any work conducted under the Contract. Failure to include the daily road patrol record will result in payment for stand-by to be withdrawn from the monthly invoice. Patrolling and assessing a main arterial road, such as The Mill Road, could be utilized to determine the condition of all other roads.
- 21) Understand that in the event winter maintenance is required outside of the terms specified (November 1 to April 30) of any year within the contract, all equipment

time incurred will be paid for work conducted, however, daily stand-by will not commence earlier or be extended beyond the specified six (6) month term.

- 22) Submit records to the Public Works Department during regular working hours of 7:30 a.m. to 4:30 p.m. (except 12:00 to 1:00) with invoice for payment. The records included with invoicing shall contain the type of equipment used, hours worked and type of work completed (differentiate between plowing, sanding etc.) and the daily patrol records. This information shall be submitted to the Public Works Department within the first seven (7) days of each new month.
- 23) Understand that if the equipment listed in this Proposal is not operational when required to conduct the required winter road maintenance, the Contractor shall hire, rent or obtain alternate equipment in order to fulfill the Contractor's contractual obligations. The Contractor shall not hold the Municipality responsible for any difference or variation in cost for the substitution of equipment and shall invoice the Municipality the amount as specified for the equipment listed in the contract.
- 24) Understand that the terms and conditions specified in the Proposal will form the basis of the ensuing contract.
- 25) Understand and accept that the Municipality has the right to eliminate or introduce additional roadway(s) included or not included in the Proposal. The Municipality will provide in writing, with minimum one week's notice, the introduction or cancellation of any specific roadway(s).

The undersigned has read and understands the conditions of the Proposal and is fully informed as to the nature of the work and the conditions relating to its performance.

DATED AT _____ THIS ___ DAY OF _____, 2023

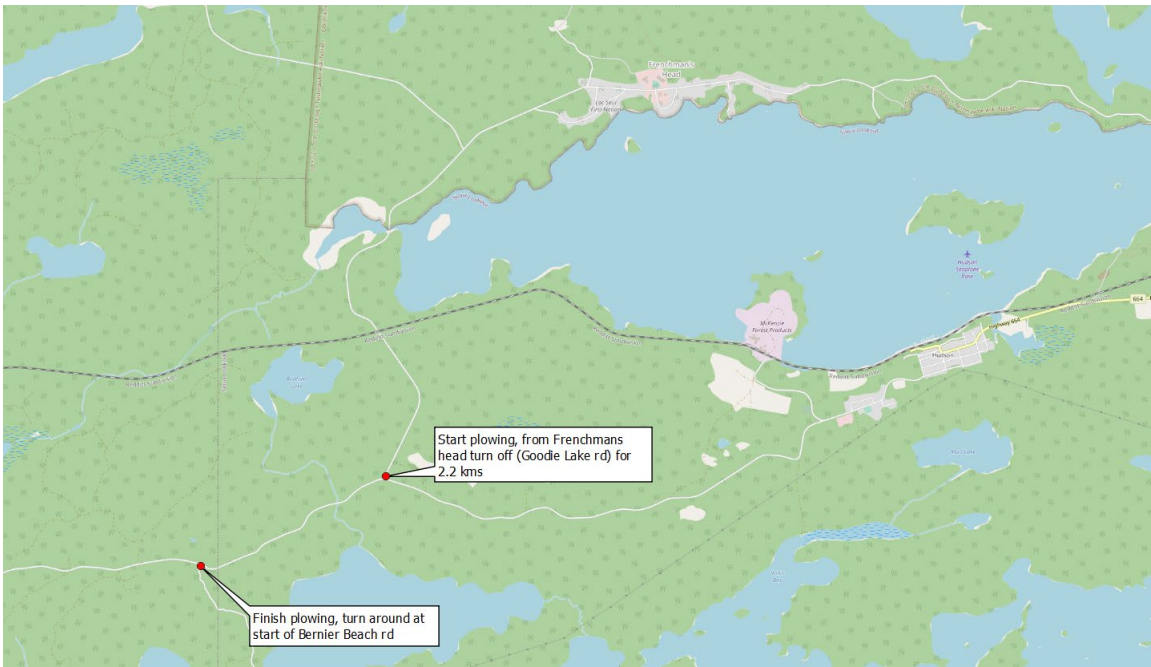
CONTRACTOR: _____

ADDRESS _____

AUTHORIZED BY _____
(Print Name)

SIGNATURE _____

APPENDIX



Hudson - Zone 1

