



**THE MUNICIPALITY OF WEST GREY
REQUEST FOR TENDER
FOR THE
CONTRACTED WINTER MAINTENANCE
RFT #WG 17-23**

ISSUE DATE:	Thursday, September 7, 2017
CLOSING DATE:	Thursday, September 21, 2017
TIME:	11:00 a.m., Local Time
LOCATION:	Municipality of West Grey Administration Building, 402813 Grey Rd. 4 Durham, ON, N0G 1R0

You are hereby invited to bid the lowest net prices for which you are prepared to furnish the merchandise or services described, all in accordance with the Terms and Conditions and other instructions as stated in this document.

NOTE: It is the vendor's sole responsibility to ensure their submissions are received by the time and date specified within the document.

The Lowest or Any Bid Will Not Necessarily Be Accepted.

Company Name:

General Index

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Section A – Terms and Conditions

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Section A – Terms and Conditions

1. Form of Tender

All Tenders must be upon the forms provided, submitted in **sealed packages, clearly marked with RFT number and project description and shall include one (1) original of the complete submission and shall include:**

**Cover Sheet
Form of Tender (Page 20 - 27)**

2. Definitions

Municipality: Refers to “The Municipality of the West Grey”
Owner: Refers to “The Municipality of the West Grey”
Respondent: Refers to “any eligible entity providing a Tender”
Successful Respondent(s): Refers, in the event of an award, “to the selected Respondent(s)”
RFT: Refers to “Request for Tender”

3. Tender Closing

Tender submissions must be received by the:

**Municipality of West Grey,
Administration Building,
402813 Grey Road 4,
Durham, On. N0G 1R0**

Attention: Brent Glasier C.E.T., Director of Infrastructure and Public Works

No later than 11:00 am local time, Thursday, September 21, 2017.

The Municipality is not responsible for Submissions not properly marked and/or delivered to any other location than that specified.

4. Late Submissions

Tenders received after the official closing time will **NOT** be considered during the selection process and will be returned unopened to the respective Respondent(s).

5. Electronic Submissions

Electronically transmitted submissions (e-mail, fax, etc.) will **NOT** be accepted for this Tender.

6. Tender Opening

Respondents are advised there will be a public opening for this RFT. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Municipality at closing time.

7. Completion of the Tender

The Cover Sheet and Form of Tender (Pages 20 – 27 inclusive) to be completed in hard copy. All entries shall be clear and legible, and made in a non-erasable medium and signed in ink. All items shall be submitted according to any instruction in the Request for Tender Documents.

Alterations may be made, providing they are legible and initialed by the Respondent's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted or irregularities of any kind may be rejected.

8. Tender Withdrawal

Any Tender may be withdrawn prior to the scheduled time for Tender Closing, or authorized postponement thereof.

9. Respondent Expense

Any expenses incurred by the Respondent in the preparation of the Tender submission are entirely the responsibility of the Respondent and will **NOT** be charged to the Municipality.

10. Examination of Request for Tender Documents

Each Respondent must satisfy himself/herself by a personal study of the RFT documents respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after Submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this RFT.

Prices must include **all incidental costs** and the Respondent must be satisfied as to the full requirements of the RFT. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Respondent require more information or clarification on any point, it must be obtained prior to the submission of the RFT.

11. Inquiries, Discrepancies and Interpretations

Should a Respondent find omissions from or discrepancies in any of the RFT documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated contact person and office without delay. If the designated contact person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received RFT documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender documents.

12. Acceptance or Rejection of Tenders

- a. The Municipality reserves the right to reject any or all Tenders, and to waive formalities as the interests of the Municipality may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Municipality shall not be required to award or accept a Tender, or recall the Tenders at a later date:

- i. When only one Tender has been received as a result of the Tender call;
 - ii. Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the goods or service;
 - iii. When all Tenders received fail to comply with the Specifications or Tender Terms and Conditions; and
 - iv. Where a change in the scope of work or specifications is required.
- b. The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Municipality of any Tender or by reason of any delay in the acceptance of a Tender, except as provided in the Tender document.
 - c. The tender will remain open for thirty (30) calendar days.
 - d. Where the Tender documents do **not** state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

13. Errors and/or Omissions

The Municipality shall not be held liable for any errors and/or omissions in any part of this RFT. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFT.

14. Addenda

If required by the Municipality, Addenda will be distributed to all Respondents registered as a document taker for this Tender. The Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondents responsibility to notify the Municipality of any changes to their email or mailing address. It is the Respondents ultimate responsibility to ensure all Addenda's have been received.

Respondents shall be required to acknowledge receipt of Addenda on the Respondents Information/Addenda Acknowledgement Form contained in the Tender document.

15. Tender Award Procedures

Unless stated otherwise, the following procedures will apply:

- a. The Municipality will notify the Successful Respondent by telephone or email.
- b. The Municipality will provide a formal award letter to the successful respondent upon Council approval and such award letter may be emailed or mailed.

16. Ability and Experience of Respondent(s)

- a. It is not the purpose of the Municipality of the West Grey to award this contract to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital to ensure acceptable performance and completion of the Tender.
- b. Tenderers must be capable of performing the various items of work bid upon.

17. Responsibility for Damages

The successful Respondent shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Respondent(s), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Tender.

18. Regulation Compliance and Legislation

The successful Respondent(s) shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

19. Sub-Consultants

No sub consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Municipality's express written consent and, in advance of commencement of sub consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the Successful Respondent(s).

20. Character and Employment of Workers

The successful Respondent shall employ only orderly, competent, and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Respondent(s) in connection with the service arising out of this Tender gives, in the opinion of the Municipality, just cause for complaint, the successful Respondent(s) upon notification by the Municipality in writing, shall not permit such person to continue in any future service arising out of this Tender.

21. Freedom of Information

All correspondence, documentation and information provided shall become the property of the West Grey. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the West Grey become a public record. Once a Tender is accepted by the West Grey, and a contract is signed, all information contained in the contract is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

**Clerk
Municipality of West Grey
402813 Grey Road 4, Durham, ON
N0G 1R0
Telephone (519) 369-2200**

The Clerk has been designated by the Municipality of the West Grey Council to carry out the responsibilities of the Act.

22. Patent, Copyright, or Other Proprietary Rights

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Respondents are reminded to clearly identify in their Tender material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Respondents are encouraged to place all such details and information within a separate section of their submission. Complete Tender details are not to be identified as "Confidential".

23. Harmonized Sales Tax (HST)

All prices within this document shall be quoted exclusive of HST.

24. Payment

The normal terms of payment for the Municipality will be net thirty (30) calendar days. Invoices shall be forwarded to:

**Municipality of West Grey
402813 Grey Road 4, Durham, ON
N0G 1R0**

25. Assignment of Contract

The successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Municipality, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.

26. Contact

All requests for information, instructions or clarifications regarding this Request for Tender (RFT) must be submitted in writing and directed to:

**Brent Glasier, C.E.T.
Director of infrastructure and Public Works
519-369-2200 Ext. 227
bglasier@westgrey.com**

All questions related to this RFT or any clarification with respect to this RFT must be made no later than three (3) days prior to closing in order that West Grey staff may have sufficient time to respond. The West Grey reserves the right to extend the deadline for questions if required.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFT will be circulated in writing as a RFT Addendum to all Respondents who have received the RFT document from the Municipality.

27. Tender Evaluation

All submissions must be in compliance with the requirements of the RFT process in order to be considered.

28. Insurance Requirements

a. Commercial General Liability

The successful Respondent(s) shall, at his/her expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the West Grey, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. A limit of liability of not less than \$5,000,000/occurrence;
- ii. The Municipality of West Grey and its Engineer, WSP shall be named as an additional insured;
- iii. The policy shall contain a provision for cross liability in respect of the named insured;
- iv. Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- v. Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$2,000,000; and
- vi. That thirty (30) days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the West Grey.

b. Proof of Insurance

The successful Respondent(s) shall provide, together with its executed agreement, a certificate(s) of insurance of certified copy(s) of the above-referred to policies, satisfactory to the West Grey, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the West Grey may require that the Respondent(s) provide a certified copy of the policy.

29. Workplace Safety & Insurance Board

The Contractor will be required to submit the Workplace Safety & Insurance Board Clearance Certificate number indicating the Respondent(s)'s good standing with the Board:

- a. Prior to Award.
- b. Prior to the expiration of the Contract Period.
- c. At any other time when requested by the Municipality.

For non-construction work only, if the Contractor is unable to obtain a clearance as required, because it is an independent operator, with no insurable workers, it shall submit to the Owner written confirmation from the Workers' Compensation Board of its status as an independent operator for the Contract. This must be given to West Grey Municipality within seven Business Days of receipt of the notification of the award. If the Contractor does not produce such confirmation, the Owner may at its sole option, terminate the Contract.

30. Taking the Work out of the Contractor's Hands

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the Contract to correct or complete the work.

31. Interpretation

If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the Owner.

32. Laws, Notices, Permits and Fees

The successful Respondent(s) shall obtain the necessary permits, licenses and pay the required fees, as they pertain to this assignment, which are in force at the date of the Tender Closing.

The successful Respondent(s) shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

33. Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Municipality and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Tender. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

34. Cancellation

- a. The Municipality reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b. If the successful Respondent(s) should neglect to execute the work properly, or fail to perform any provision of this Award, the Municipality, after three (3) business days written notice to the successful Respondent(s), may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent(s). Continued failure of the successful Respondent(s) to execute the work properly shall result in a termination of Contract. The Municipality shall provide written notice of termination.
- c. The Municipality may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Respondent(s).
- d. Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e. Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

35. Consultants

Any consultant involved in developing the specifications intended to be used with the Tender process cannot be involved in the creation of the response to those specifications.

36. Conflict of Interest

This Tender is made by the Respondent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.

37. Contract Award

Without limiting all other rights that may be exercised by the Municipality pursuant to this Document, vendors are advised that the Municipality reserves the right to fully evaluate Vendor Submissions, which evaluation may include, without limitation, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by sub-contractors for non-payment) and claims history of the vendors, and to reject a Vendor Submission if same is not satisfactory to the Municipality.

Section B – Information for Bidders

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Section B – Information for Bidders

1. Preparation of Specifications and Supervision of Work

- a. The specifications for the Work have been prepared by the Municipality of West Grey, who will monitor work to be done under this Contract. Periodic inspection will be provided on the Contract by West Grey staff, who will also administer the contract works.
- b. Questions with respect to this RFT are to be directed in writing to Brent Glasier, Director of Infrastructure and Public Works:

bglasier@westgrey.com or phone 519-369-2200, Ext. 227

- c. Should a Tenderer find discrepancies, omissions, or ambiguities, or not agree that the materials and methods specified or designed, will provide an installation which meets the requirements of the intended Work, he/she shall notify the Director prior to the Tender opening date. The Director may choose to issue a written addendum. Addenda issued during the tendering period will be allowed for by the Tenderer in submitting his Tender.

2. Examination of Site

The Tenderer shall visit the site of the Work before submitting his/her Tender. He/she shall make his/her own estimate of the facilities and difficulties that may be encountered. He/she shall not claim at any time after submission of his/her Tender that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

3. Location of Work

Neustadt	Arena – 210 Forler Street
	Hall – 183 Enoch Street
	Fire Station – 319 David Winkler Parkway
	Sewage Lift Station – 319 David Winkler Parkway
	Library – 511 Mill St.
	All Sidewalks
	Water Tower – 135 Tower St.
Ayton	Well Stations – 181071 and 181135 Concession 12
	Normanby Arena – 112102 Grey Road 3
	Centennial Hall – 818 Albert St.
	Library – 610 Alfred St.
	Fire Station – 610 Alfred St.
	Sidewalks – Louisa St. from Mary St. to Victoria St.

Roads	Normanby Bentinck Extension
	Normanby Road D
	Cedar Valley View Road
	10 th Sd. Rd.
	Old Bridge Road South
	Sugar Bush Lane
	Glenwood Place
	Concession 2 NDR off Highway 6

4. Scope of Work

This work is for all labour and equipment to complete the snow clearing of the various parking lots, driveways, roads and sidewalks including the application of abrasives to sidewalks, as noted in the above noted locations.

5. Unbalanced or Incorrect Tenders

- a. The unit price quoted in the Form of Tender shall be a reasonable unit price for each item. West Grey shall be the sole judge of such matters. West Grey may reject any Tender considered by West Grey to be unbalanced.
- b. Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total tender price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.
- c. Notwithstanding the values that may have been read out at the tender opening, the **corrected** tender values, as determined by the procedures described in b) above shall be used to establish the ranking of the tenders.

6. Tender Deposit

- a. The Tender shall be accompanied by a certified cheque in the amount of Two Thousand Dollars (**\$2,000**), drawn in favour of the Municipality of West Grey. The certified cheque must be enclosed in the same envelope as the Tender. Failure to provide a tender deposit will result in the tender being disqualified.
- b. All deposits will be returned to the respective bidders within ten (10) days after tenders are opened, except those which West Grey elects to hold until the successful bidder has executed the Contract.

7. Contract Agreement

- a. The successful bidder will be required to enter into an Agreement with West Grey within ten (10) working days after being notified by West Grey of the acceptance of his/her Tender. This agreement stipulates that liquidated damages will be assessed to the Contractor for every day beyond the expiration of the completion date that the work is not completed and accepted by the West Grey.

- b. Failure to execute a Contract shall be just cause for the annulment of the award and the forfeiture of the Tender Deposit to West Grey, not as a penalty, but as liquidated damages sustained.

8. Award and Execution of Contract

- a. The tender is divided into Parts, Contractors may bid on any or all parts, West Grey will award each Part separately.
- b. The Contract shall deem to have been awarded on the date when West Grey serves formal notice of award to the Tenderer. This will be done verbally with a follow up written document.
- c. The following documentation is required from the Contractor prior to or upon execution of the Contract:
 - i. Proof of insurance;
 - ii. Worker's Compensation Board Clearance Certificate.

The awarded contractor will be required to execute two (2) copies of the Contract within ten (10) working days of the date of award of the Contract.

9. Failure to Execute Contract

If the Tenderer refuses or fails to execute the Contract within ten (10) working days of the date of award, it will be considered that the Tenderer has abandoned all rights and interests in the Contract, and the tender deposit of the Tenderer shall be forfeited to West Grey as liquidated damages. West Grey shall, in such event, be free to award the Contract to another Tenderer or to re-tender the Work.

10. Time for Completion of Work

Location		Completion Time
Neustadt	Arena and Hall	1 p.m. Monday – Friday, 7 a.m. Saturday & Sunday
	Fire Station	7 a.m. Daily
	Library	10 a.m. Thursday & Saturday Only
	Water Tower	No sooner than 8 a.m. Daily
	Well Stations	No sooner than 8 a.m. Daily
	Sidewalks	8 a.m. Monday to Friday, 9 a.m. Saturday & Sunday
Ayton	Arena	1 p.m. Monday to Friday, 7 a.m. Saturday & Sunday
	Centennial Hall	9 a.m. Daily
	Library	9 a.m. Monday to Friday
	Fire Station	7 a.m. Daily
	Sidewalks	8 a.m. Monday to Friday, 9 a.m. Saturday & Sunday
Roads	Normanby Bentinck Extension	7 a.m. Daily
	Normanby Road D	7 a.m. Daily
	Cedar Valley View Road	7 a.m. Daily
	10 th Sd. Rd.	7 a.m. Daily
	Old Bridge Road South	7 a.m. Daily
	Sugar Bush Lane	7 a.m. Daily
	Glenwood Place	7 a.m. Daily
	Concession 2 NDR off Hwy. 6	7 a.m. Daily

11. Term of Contract

The schedule of work for this contract shall be for the 2017/2018 Winter Season. The Municipality may elect to extend the term for three (3) additional one (1) year periods until the end of 2020 season pending mutual agreement of the Contractor and the Municipality.

12. Accessibility Ontarians with Disabilities

- a. The Ontario Government has passed new laws to make the province more accessible. In 2007, the Accessibility Standards for Customer Service came into force. In order for the Corporation of the Municipality of West Grey to be compliant with these standards, any contractor that provides goods or services to customers on behalf of the Corporation must be trained on providing accessible customer service.
- b. The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of *Ontario Regulation 429/07* (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Municipality reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

Information may be obtained from the following web sites:

- Accessibility for Ontarians with Disabilities Act, 2005:
 - http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm
- Accessibility Standards for Customer Service, Ontario Regulation 429/07:
 - http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_070429_e.htm

Section C – Form of Tender

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Form of Tender

FOR THE PROVISION OF:	Winter Contracted Maintenance	
AS SUPPLIED BY:	_____	
	FIRM NAME	
	ADDRESS	POSTAL CODE
	HEREINAFTER CALLED THE BIDDER	

TO:	THE MUNICIPALITY OF THE WEST GREY 402813 Grey Road 4 Durham, ON, N0G 1R0 HEREINAFTER CALLED THE MUNICIPALITY
-----	--

THE BIDDER DECLARES

1. No person(s), firm or Municipality, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No member of Council, no officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other Municipality, firm or person making a Tender for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document;

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing tendered/quoted includes the provision set out in such addenda

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

DATED AT _____ THIS _____ DAY OF _____ 2017

Print name

SIGNATURE & TITLE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

**Schedule of Unit Prices
Winter Contracted Maintenance
RFT# WG 17- 23**

The Contractor hereby offers to complete the work specified for the supply of all materials for construction and installation as required including all labour and equipment as indicated for the following unit prices:

Part A - Neustadt			
ITEM NO.	Special Provision	DESCRIPTION	PRICE PER
1	SP4	Clear Snow from Arena and Hall Parking Lots	\$ _____
2	SP5	Clear Snow from Fire Station & Sewage Lift Station	\$ _____
Total Part A			\$ _____
Part B – Neustadt Area			
3	SP6	Clear Snow from Entrance and Parking Area at Base of Water Tower	\$ _____
4	SP7	Clear Snow at Entrance Ways and Parking Area at Well Stations	\$ _____
Total Part B			\$ _____
Part C – Neustadt			
5a	SP8	Clear and Sand/Salt all Sidewalks with Contractor Supplied Sanding Unit	\$ _____
5b	SP9	Clear and Sand/Salt all Sidewalks with Municipally Owned Sanding Unit	\$ _____
Contractor to bid only one not both		Total Part C	\$ _____
Part D – Ayton			
6	SP10	Clear Snow from Arena Parking Lot	\$ _____
7	SP11	Clear Snow from Centennial Hall Parking Lot	\$ _____
8	SP12	Clear Snow from Library Parking Lot	\$ _____
9	SP13	Clear Snow from Fire Station	\$ _____
Total Part D			\$ _____
Part E – Ayton			
10a	SP14	Clear and Sand/Salt Sidewalks on Louisa and Victoria Street with Contractor Supplied Sanding Unit	\$ _____
10b	SP15	Clear and Sand/Salt Sidewalks on Louisa and Victoria Street with Municipally Owned Sanding Unit	\$ _____
Contractor to bid only one not both		Total Part E	\$ _____

Part F - Roads			
ITEM NO.	Special Provision	DESCRIPTION	PRICE PER
11	SP16	Clear Snow from Normanby Bentinck Extension	\$ _____
12	SP16	Clear Snow from Normanby Road D	\$ _____
13	SP16	Clear Snow from Cedar Valley View Road	\$ _____
14	SP16	Clear Snow from 10 th Sd. Rd.	\$ _____
15	SP16	Clear Snow from Old Bridge Road South	\$ _____
		Total Part F	\$ _____
Part G – Roads			
16	SP17	Clear Snow from Sugar Bush Lane	\$ _____
17	SP17	Clear Snow from Glenwood Place	\$ _____
		Total Part G	\$ _____
Part H – Roads			
18	SP18	Clear Snow from Concession 2 NDR off Hwy. 6	\$ _____
		Total Part H	\$ _____

I/We _____ agree to offer to complete the work as tendered in accordance with the Specifications stated.

Company Name: _____

Name of Authorized Person: _____

Signature: _____

Date: _____

BIDDERS EXPERIENCE

We declare that we have the following experience in similar work which we have successfully completed.

Year	Description of Contract	For Whom Work Performed

List of Senior Staff

We agree to provide the following senior supervisory staff in carrying out the work:

Name	Title	Qualifications and Experience

List of Proposed Equipment

Type of Equipment	HP Rating or Weight Class	Blower or Blade & With or Without Sander

List of Proposed Sub-Contractors or Suppliers

Note to Bidders: The Bidder shall name the proposed sub-contractor/supplier or by entering N/A for non-applicable, whichever applies. No blank spaces are to be left for the sub-trades/suppliers listed below.

We acknowledge that failure to comply with the foregoing requirements may result in our tender being rejected as informal.

We shall subcontract the following parts of the Work to the sub-contractor or supplier listed for such part. We agree not to make changes in the following list without the written consent of the Contract Administrator. In our opinion, the sub-contractors/suppliers named hereunder are reliable and competent to perform that

part of the Work for which each is listed. We understand that if we fail to name sub-contractors/suppliers, or if we fail to mention that the Work will be done by our own forces where applicable, our Tender is subject to disqualification.

Part of Work	Name of Sub-Contractor/Supplier
Snow Clearing:	_____
Sidewalk Clearing:	_____

NOTE: The Contractor must fill in the above.

Time for Completion of Work

.1 PROGRESS OF THE WORK AND TIME FORE COMPLETION:

The Contractor shall complete all the work in accordance with Section 11 'Time for Completion' identified in the Information to Bidders.

Liquidated Damages

- .1** In the event that the work called for under the Contract is not completed to the satisfaction of the Municipality of West Grey within the time for completion set out in the Contract, damage will be sustained by the Municipality of West Grey and it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality of West Grey will sustain in such event, and accordingly the Contractor will forfeit payment to the Municipality of West Grey equal to the sum of the amount bid on the item(s) in the contract as liquidated damages. The Municipality will be the sole judge to the matter above.
- .2** The Municipality of West Grey may deduct any amount due as liquidated damages from any monies that may be due or payable to the Contractor on any account whatever. The liquidated damages payable in accordance with preceding paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available for the Municipality of West Grey.



**THE MUNICIPALITY OF WEST GREY
SERVICE CONTRACTOR
HEALTH & SAFETY RESPONSIBILITIES**

Company / Owner Name _____ (the “Contractor”)

It is our policy objective at the Municipality of the West Grey (the “West Grey”), to provide all persons within our workplace with a safe environment in which to work. All Contractors and sub-contractors must cooperate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

In consideration of being engaged to do work for the West Grey, the Contractor shall complete the following requirements on West Grey projects:

- Contractors employed by the West Grey will be responsible for taking all necessary steps to protect persons and property, from any harm during the course of the work. All work procedures and equipment operation will be in accordance with the Occupational Health and Safety Act and regulations.
- Health and Safety issues will always be given immediate attention by the West Grey and Contractors.
- All Contractor employees conducting work with the West Grey must be a ‘**competent person**’ as defined in the Occupational Health and Safety Act.
- Contractors must supply equipment capable of being operated in a manner that meets the Occupational Health and Safety Act and regulations. All relevant equipment manuals must be located on the equipment being operated.
- Contractors must ensure that all of their employees have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and regulations.
- The Contractor shall provide and post, in a conspicuous location, a written copy of its Health and Safety Policy, as required under Sections 25 (2)(i) and (k) of the Occupational Health and Safety Act when working at a stationary work site.
- The Contractor is responsible to provide, maintain and ensure that all equipment, including personal protective equipment, is properly used or worn for the duration of the work.
- The Contractor’s employees will be a part of all pre-site and tailgate meetings.
- All Contractors must immediately report unsafe conditions, incidents, and accidents to the West Grey’s supervisor or the West Grey’s Occupational Health & Safety Coordinator.
- All applicable current health and safety issues and environmental legislation and regulations are considered the minimum requirements that the Contractor must meet.
- The West Grey retains the right to stop the Contractor’s work without penalty to the West Grey if the Contractor fails to comply with the Occupational Health and Safety Act and Regulations, the Health and Safety Policies and Procedures of the Municipality, or creates an unacceptable health and safety hazard.

The West Grey takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure health and safety on all projects.

ACKNOWLEDGEMENT

As an authorized representative of the Contractor, I have read and received a copy of the “Service Contractor Health & Safety Responsibilities”, and agree on behalf of (company) _____ and our employees to comply with its requirements, and the requirements of the Occupational Health and Safety Act and regulations. I will also take all necessary precautions to ensure the health and safety for our employees, suppliers and sub-contractors while on the project and ensure they are provided with and are aware of, the preceding requirements.

Authorized Representative: _____ Date: _____
(Print Name)

(Signature)

RESPONDENT INFORMATION FORM

Bidders must complete this form and name one person to be the contact for the RFT response and for any clarifications or amendments that might be necessary.

1.	Full Legal Name of Company:	
2.	Street Address:	
3.	City, Province:	
4.	Postal Code:	
5.	Office Phone Number:	
6.	Office Fax Number:	
7.	WSIB Clearance Number (if applicable):	
8.	HST Account Number:	
9.	Contact Person's Name and Title:	
10.	Contact Person's Office Phone Number:	
11.	Contact Person's Cell Phone Number:	
12.	Contact Person's E-mail:	

Tender Execution

We agree that:

1. This Tender will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions (Tender Left Open) and that failure to leave the Tender so open shall result in forfeiture of the Tender Deposit as liquidated damages; and
2. Notification of acceptance of the Tender shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and
3. The Tender Deposit attached herewith shall be forfeited to the Municipality of West Grey if we fail to file with the Municipality the Contract Performance Security and an executed Form of Agreement for the performance of the work within ten (10) days of the date of notification of the acceptance of this Tender by the Municipality.
4. We will commence the Work as specified, proceed continuously, and complete all Work within the time provided for in the above "Time for Completion"; and
5. The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents and
6. We and/or our sub-contractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Engineer in accordance with this Contract.

We declare that:

This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same Work and in all respects fair and without collusion of fraud; and

- No member of the Municipal Council, and no officer or employee of the Municipality of West Grey is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

Tender Execution (cont'd)

Dated at _____ this _____ day of _____ 2017

Name of Witness NAME OF TENDERER

Signature of Witness AUTHORIZING SIGNATURE OF TENDERER

TITLE

(Affix Corporate Seal)

Section D – Form of Agreement

THIS AGREEMENT made in duplicate this _____ day of _____ 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
(hereinafter called the "Owners")

AND

(hereinafter called the "Contractor")

Contract #WG-17-23

WITNESSETH:

That the Owner and the Contractor, in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

ARTICLE 1

The Contractor shall:

- (a) Provide all the equipment to perform all the Work for Contracted Winter Maintenance (the "Work") and described in the Contract Documents.
- (b) Do and fulfil everything indicated by this Contract.
- (c) Fully complete, as certified by the Engineer, all of the Work within the time for completion allowed in the Contract.

ARTICLE 2

In case of any inconsistency or conflict between the provisions of these Contract Documents, the Order of Precedence of the GC in OPSS MUNI 100, shall apply.

ARTICLE 3

It is agreed, without restricting in any way of the provisions of the Contract Documents that the Contractor shall not, without the consent in writing to the Owner, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

ARTICLE 4

The Owner covenant with the Contractor that the Contractor, having in all respects complied with the provisions of this Contract, will be paid for the Work the sum of

\$ _____

subject to such additions and deductions as may properly be made under the terms hereof and subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the Contract Documents attached hereto.

The Contractor:

The Owner: The Municipality of West Grey
402813 Grey Road 4
Durham, ON, NOG 1R0

ARTICLE 5

A copy of each of the Information for Bidders, Form of Tender, General Conditions, and Special Provisions are hereto annexed and Standard Specifications and Drawings, if any, relating thereto and listed in the Form of Tender, are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 6

The Contractor declares that in tendering for the Works and in entering into this Contract he/she has either investigated for himself the character of the Work and all local conditions that might affect his Tender or his acceptance of the Work, or that not having so investigated, he/she is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the Work which might or could make the Work, or any items thereof, more expensive in character or more onerous to fulfil than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he/she did not and does not rely upon information furnished by any methods whatsoever by the Municipality of West Grey or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was and is not in any manner warranted or guaranteed by West Grey.

ARTICLE 7

The Contractor also declares that it has a Health and Safety Policy and Procedures in place and has provided health and safety training for its employees. The Contractor hereby guarantees that employees working on any project associated with this contract has received the necessary health and safety training associated with their job function.

ARTICLE 8

The Contractor understands its responsibility to ensure it delivers the appropriate training to its employees with respect to Accessibility Standards for Customer Service pursuant to Ontario Regulation 429/07.

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns.

Witness	_____	_____ Contractor's Signature
Signature	_____	
		Print name _____
		(Affix Corporate Seal)

		THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
Witness	_____	_____ Mayor – Kevin Eccles
Signature	_____	_____ CAO-Deputy Clerk – Larry Adams
		(Affix Corporate Seal)

Section E – General Conditions

General Conditions (GC)

OPS

Note: The General Conditions of OPSS. MUNI 100 have not been included in this Contract due to the length however, can be viewed on the MTO web site.

<https://www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

Despite not being entered in this Contract, the General Conditions are in full effect for this Contract.

Section F – General and Contract Item Special Provisions

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Section F – General and Contract Item Special Provisions

Section F – General and Contract Item Special Provisions

SP1 General

This contract is for the supply of all labour, equipment and materials required to complete the works as set out herein.

SP2 Safety

- a) The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property, from any harm during the course of the Contract. All work procedures and equipment shall be in accordance with the Contractor's and legislated standards.
- b) Only competent personnel will be permitted for this contract. West Grey will determine who is competent, and will cause to remove from the site any persons not observing or complying with safety requirements. The Contractor shall supply competent personnel to implement their safety program and ensure that the Contractor's standards, and those of the Occupational Health and Safety Act, are being complied with.
- c) The Municipality of West Grey will monitor daily to ensure that safety requirements are met. Continued disregard for safety standards can cause the Contract to be cancelled and the Contractor removed from the work site.
- d) The Contractor shall report to the jurisdictional authorities, any accident or incident involving Contractor, West Grey or public personnel and/or property, arising from the Contractor's execution of the work.
- e) The Contractor shall include all provisions of this Contract and any agreement with sub-contractors, and hold all sub-contractors equally responsible for safe work performance.
- f) If the Contractor is responsible for delay in the progress of the work due to an infraction of legislated or Contractor Health and Safety requirements, the Contractor will, without additional cost to the County, work such overtime not to delay in the final completion of the work or any operations thereof.

SP3 Equipment

Road Equipment Minimum Requirements

- a) Trucks to be minimum 4x4 (single axle 5-ton truck preferred).
- b) If using a tractor, tractor HP must be minimum 50 hp.

- c) Equipment to have a blue flashing light mounted on top of the equipment visible 360° and be operated while conducting any maintenance activity for West Grey.
- d) Plows to be articulated with trip mechanism.
- e) Equipped with good set of winter tires.

Sidewalk Machine Minimum Requirements

- f) Maximum width for sidewalk plows to be 4 feet. Preference will be given to machines having blowers.
- g) Tractors to have minimum 20 hp.
- h) Must be capable of pulling West Grey owned sander.

NEUSTADT

SP4 Part A

Item 1 – Clear Snow from Arena and Hall Parking Lots

- a) The work under this item requires the Contractor to clear/blow the snow from the parking lot areas to the east and south side of the arena and hall by blowing/pushing the snow to the south side of the parking area.
- b) The north hall parking lot is to be cleared or blown to the north side of the parking area. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP5 Part A

Item 2 – Clear Snow from Fire Station & Sewage Lift Station

- a) The work under this item requires the Contractor to clear/blow snow from all sides of the Fire Station and pushing or blowing the snow to the east a minimum 30 ft. distance from the back of the Fire Station.
- b) Snow is to be cleared or blown away from the south side of the Lift Station parking area to the east and south. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

NEUSTADT AREA

SP6 Part B

Item 3 – Clear Snow from Entrance and Parking Area at Base of Water Tower

- a) The work under this item requires the Contractor to clear snow away from the entrance and push or blow snow from the parking area to the north. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP7 Part B

Item 4 - Clear Snow at Entrance Ways and Parking Area at Well Stations

- a) The work under this item requires the Contractor to clear or blow snow away from the entrances and parking areas. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP8 Part C

Item 5a – Clear and Sand/Salt all Sidewalks with Contractor Supplied Sanding Unit

- a) The work under this item requires the Contractor to clear or blow snow from sidewalks and to apply sand/salt as required through a Contractor supplied spreading unit. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.
- b) The Contractor will be responsible to manually load the spreading unit from a stockpile of material located at the rear of the Sewer Lift Station located at 319 David Winkler Parkway at the north limits of Neustadt.

SP9 Part C

Item 5b – Clear and Sand/Salt all Sidewalks with Municipally Owned Sanding Unit

- a) The work under this item requires the Contractor to clear or blow snow from sidewalks and to apply sand/salt as required through a Municipal supplied sanding unit. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.
- b) The Contractor will be responsible to manually load the spreading unit from a stockpile of material located at the rear of the Sewer Lift Station located at 319 David Winkler Parkway at the north limits of Neustadt.

AYTON

SP10 Part D

Item 6 – Clear Snow from Arena Parking Lot

- a) The work under this item requires the Contractor to clear/blow the snow from the entrances and parking lot area from the front entrance to the arena around to the rear Zamboni housing building to the west and north side of the parking area. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP11 Part D

Item 7 – Clear Snow from Centennial Hall Parking Lot

- a) The work under this item requires the Contractor to clear/blow the snow from the entrance and parking lot area to the east side of the parking area.

The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP12 Part D

Item 8 – Clear Snow from Library Parking Lot

- a) The work under this item requires the Contractor to clear/blow the snow from the parking lot area to the east side of the parking lot area. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP13 Part D

Item 9 – Clear Snow from Front of Fire Station

- a) The work under this item requires the Contractor to clear/blow the snow from the front of the Fire Station and Library building to the east side of the parking lot area. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

SP14 Part E

Item 10a – Clear Sand/salt Sidewalks on Louisa and Victoria Street with Contractor Supplied Sanding Unit

- a) The work under this item requires the Contractor to clear or blow snow from sidewalks and to apply sand/salt as required through a Contractor supplied spreading unit. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.
- b) The Contractor will be responsible to manually load the spreading unit from a stockpile of material located at the Normanby Sand Shed located off Helena Street in Ayton.

SP15 Part E

Item 10b – Clear and Sand/Salt all Sidewalks with Municipally Owned Sanding Unit

- a) The work under this item requires the Contractor to clear or blow snow from sidewalks and to apply sand/salt as required through a Municipal supplied sanding unit. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.
- b) The Contractor will be responsible to manually load the spreading unit from a stockpile of material located at the Normanby Sand Shed located off Helena Street in Ayton.

ROADS

SP16 Part F

Item 11 – Clear Snow from Normanby Bentinck Extension

Item 12 – Clear Snow from Normanby Road D

Item 13 – Clear Snow from Cedar Valley View Road (Bentinck)

Item 14 – Clear Snow from 10th Sd. Rd. (Bentinck)

Item 15 – Clear Snow from Old Bridge Road South (Bentinck)

- a) The work under this item requires the Contractor to clear/blow the snow from the entire length of road, edge to edge. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

ROADS

SP17 Part G

Item 16 – Clear Snow from Sugar Bush Lane (Glenelg)

Item 17 – Clear Snow from Glenwood Place (Glenelg)

- a) The work under this item requires the Contractor to clear/blow the snow from the entire length of road, edge to edge. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

ROADS

SP18 Part H

Item 18 – Clear Snow from Concession 2 NDR (Glenelg) off Hwy 6

- a) The work under this item requires the Contractor to clear/blow the snow from the entire length of road, edge to edge. The Contractor is to complete this work in accordance with the Completion Times noted in the Information to bidders.

Section G – Map