



TOWN OF SMITHS FALLS RENTAL of TRUCKS for SNOW HAULAGE 18-PW-015

The Town of Smiths Falls requires a listing of Independent Contractors willing to operate and rent their truck(s) when required for winter snow haulage.

REQUIREMENTS

Vehicles to be rented shall be triaxle with dump bodies conforming to the attached requirements and shall have a nominal capacity of 20 cubic yards (min) with sideboards.

All vehicles must be registered no later than **11:00 am Thursday, November 15, 2018**, with the Public Works & Utilities Department on the forms provided.

The usual requirement for the average snow haulage operation is five vehicles, seldom exceeding seven at one time. Work is normally carried out at night and may extend into the following morning. Shifts are usually of eight hours duration.

It is anticipated the Contractors will be called on a rotating basis to provide equalization of the work. The Town reserves the right to limit the number of trucks to be used from any one owner, having regard to the number of responses received.

REGISTRATION FOR TRUCK RENTAL

For consideration for the payment of rates as herein elsewhere set out, the undersigned agrees to supply to the Corporation of the Town of Smiths Falls, the herein described truck(s) for engagement by the Corporation, as when and where required for winter control or other projected municipal operations for such sustained or occasional intervals as may be determined during the period of *November 15, 2018 through April 30, 2019*.

It is being understood and agreed that it shall be the responsibility of the contractor to supply a duly licensed operator for each vehicle and to provide all fuel, maintenance, and other service as necessary to ensure that each and every vehicle covered by this agreement meets with the safety and performance standards of the Ministry of Transportation.

The Contractor further undertakes to indemnify the Corporation harmless from all claims for damages as may be occasioned by himself or any of his employees and he

agrees to maintain liability insurance for the full period of this agreement.

Further, the owner shall co-operate with, and he shall ensure the co-operation of his operator(s) in fulfilling all aspects of the work as may be from time to time, assigned by the Supervisor of Public Works & Utilities, or other supervisory personnel, in such fashion or manner as requisite to good performance.

TRUCK RENTAL

1. All trucks must have a headboard above the cab shield to meet the unloading side height:

Maximum Loading Side	108 inches from ground
Minimum Loading Side	148 inches from ground
2. Rental rate will be paid at the rate of \$82.00 per hour plus HST.
3. Box to be measured complete with sideboard at the Public Works & Utilities Department.
4. The snow haulage operation will be continuous.
5. Trucks will be ordered as per an established list as set down by the Department.

RFP/TENDERS AGREEMENTS

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, the Town with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the Separated Town of Smiths Falls as additional Insured subject to a waiver of subrogation with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town. The successful bidder shall indemnify and hold the Corporation of the Separated Town of Smiths Falls harmless from and

against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The policies shown above shall not be cancelled unless the Insurer notifies the Town in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town.

WSIB

A WSIB Clearance Certificate must be provided.

TOWN OF SMITHS FALLS

TRUCK RENTAL - SNOW HAULAGE

RETURN THIS SECTION

Name of Owner: _____

Name of Company: _____

CVOR#: _____ CVOR Expiry Date: _____

Home Address: _____

Telephone Number: DAY: _____ NIGHT: _____

Business Address: _____

Business Telephone Number: _____ CELL: _____

TRUCK INFORMATION

1. Make _____ Gross Weight _____

Year _____ License Number _____

Box Capacity: Inside Length _____

Inside Width _____

Inside Height _____

Without Boards - Height of Top of Box from Ground _____

2. Make _____ Gross Weight _____

Year _____ License Number _____

Box Capacity: Inside Length _____

Inside Width _____

Inside Height _____

Without Boards - Height of Top of Box from Ground _____

3. Make _____ Gross Weight _____

Year _____ License Number _____

Box Capacity: Inside Length _____

Inside Width _____

Inside Height _____

Without Boards - Height of Top of Box from Ground _____

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement.

Name of Insurance Company _____

Insurance Agent _____

Agent Address _____

Agent Telephone Number _____

Policy Number _____, Coverage _____

Date in Effect _____, Expiry Date _____

Automobile Liability Insurance
(Minimum of \$5,000,000)

Name of Insurance Company _____

Insurance Agent _____

Agent Address _____

Agent Telephone Number _____

Policy Number _____, Coverage _____

Date in Effect _____, Expiry Date _____

TO BE READ AND DECLARED BY APPLICANT

I do solemnly declare that the answers made by me in this application are true, and that I have not withheld any information relative to this application, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

Signature

PLEASE NOTE: This application must be submitted to Kim Mulrooney, Public Works & Utilities Department not later than **11:00 am November 15, 2018**, or the application will be refused.

Received on this _____ day of _____ 20____.

Received by _____