

## Supplementary Information

**Date:** February 7<sup>th</sup>, 2024  
**Subject:** Request to Begin Procurement – Winter Maintenance Services

### Overview:

The Winter Maintenance RFP will be issued requesting pricing for multiple term options for consideration as follows:

- Six (6) year term with a two (2) year renewal option, plus a second two (2) year renewal option, for a possible term of ten (10) years.
- Eight (8) year term with a two (2) year renewal option, for a possible term of ten (10) years.
- Ten (10) year term with no renewal options.

The Winter Maintenance contract will be divided into six (6) parts based on service types as shown below. Each service type will then be divided geographically to award and determine resource requirements. The geographical areas are identified as Service Area Map A and Service Area Map B. The contract contains provisions that consider all map borders as “soft borders”.

The contractor will be assigned to specific routes within the identified map areas, throughout the contract; however, if necessary, contract provisions will allow the reassignment of routes to any other map area at the discretion of the city.

The Service Area Maps and route boundaries are established with consideration to existing natural boundaries (ex: Hwy 410, Regional Roads, Major City Roads, Arterial Roads), and efficiencies in deployment strategies.

Staff will include a new equipment requirement in the contract that will require equipment to be no more than two years old.

**Contract Structure:****Part A - Snow Plowing and Material Placement – Arterial and Collector Roadways**

- The City will be divided into two (2) Areas (Service Area – Map A).
- The two service areas will be awarded to two separate contractors.

**Part B - Snow Plowing and Material Placement – Local Roads**

- The City will be divided into four (4) Quadrants (Service Area – Map B).
- Contractors will only be awarded a maximum of two (2) Quadrants.
- The Service Area Maps and route boundaries are established with consideration to existing natural boundaries (ex: Hwy 410, Regional Roads, Major City Roads, and Arterial Roads), to avoid logistical conflicts and efficiencies in deployment strategies.
- Additional resources will be added to accommodate the new plowing methodology of continuous plowing on local roads beginning at 5 cm accumulation, which will mitigate the overall height of windrows.

**Part C - Sidewalk Plowing and Material Placement (current service)**

- The City will be divided into four (4) Quadrants (Service Area – Map B).
- Contractors will only be awarded a maximum of two (2) Quadrants.

**Part D - Transit Stop Plowing and Material Placement**

- The City will be divided into four (4) Quadrants (Service Area – Map B).
- Contractors will only be awarded a maximum of two (2) Quadrants.
- All transit stops throughout the city road network are serviced under the current contract.
- New contract will require additional material placement resources, to provide more timely service for transit users and assistance with servicing school crossing locations.
- In addition to increasing operational efficiencies, this will ensure compliance with Ministry of Transportation safety regulations.

**Part E - Recreational Trails Plowing and Material Placement**

- The City will be divided into two (2) Areas; (Service Area – Map A).
- The two service areas will be awarded to two separate contractors.
- The new contract will provide for winter maintenance of the city-wide recreational trail network.
- Currently only 50% of the network is serviced in-house. The in-house resources that will be made available will be deployed by Parks to provide winter maintenance on city facility parking lots, (Fire Halls, Community Centres, and Corporate Facilities).

**Part F – NEW Provisional Items**

- Enhanced City-wide sidewalk clearing
  - This is a new enhanced service to add the remaining 1205 km of city sidewalks that residents are currently responsible for.
  - The City will be divided into four (4) Quadrants (Service Area – Map B).



- Contractors can be awarded a maximum of two (2) Quadrants.
- Windrow Clearing in Local Roads
  - City will be divided into four (4) Quadrants (Service Area – Map B).
  - This will be the same contractor that is awarded the Local Roads portion of the contract (Part B) as the work needs to be coordinated logistically with the plowing operation.
  - Contractors can be awarded a maximum of two (2) Quadrants.
- Assumption of Peel Regional Roads
  - The existing Region of Peel Winter Maintenance contract expires in April 2026.
  - This provision will take effect when the Regional contract expires and the City takes over the work.
  - The City will be divided into two (2) Areas; (Service Area – Map A)
  - Contractor will be awarded 1 area.

### **Service Area – Map A:**

**Part A** - Snow Plowing and Material Placement – Arterial and Collector Roadways

**Part E** - Recreational Trails Plowing and Material Placement

**Part F** - NEW Provisional Items – Assumption of Peel Regional Roads



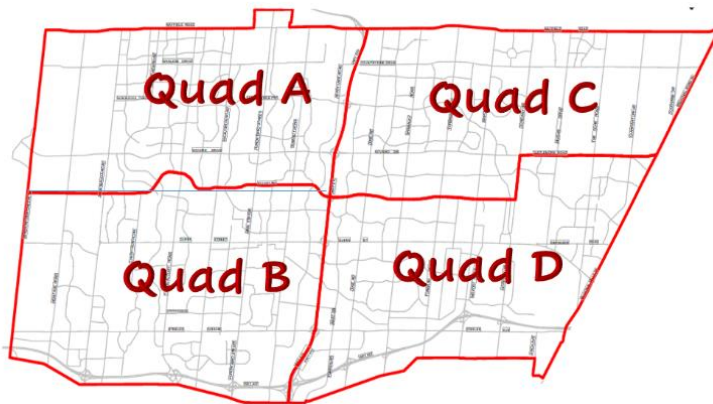
### **Service Area – Map B:**

**Part B** - Snow Plowing and Material Placement – Local Roads

**Part C** - Sidewalk Plowing and Material Placement (current service)

**Part D** - Transit Stop Plowing and Material Placement

**Part F** - NEW Provisional Items – Enhanced City-Wide Sidewalk Clearing and Window Clearing in Local Roads



## Non-Performance & Liquidated Damages:

Description	Liquidated Damages
Failure to attend the mandatory orientation seminar.	<ul style="list-style-type: none"> <li>Loss of one (1) standby day per unit</li> </ul>
Failure to respond within the specified time as dictated when the call out was initiated.	<ul style="list-style-type: none"> <li>Loss of one (1) day's standby per unit for the first occurrence.</li> <li>Loss of three (3) day's standby per unit for the second occurrence</li> <li>Loss of five (5) day's standby per unit for the third occurrence. All occurrences beyond the third shall result in the loss of five (5) day's standby per unit for the remainder of the current winter season.</li> </ul>
Failure to provide equipment meeting all requirements.	<ul style="list-style-type: none"> <li>Loss of standby plus \$1,000.00 per day until equipment is compliant.</li> </ul>
Failure to rectify deficiencies as a result of incorrect or inadequate operations	<ul style="list-style-type: none"> <li>Loss of one (1) day's standby per deficient route plus any associated costs incurred by the City to perform the services required.</li> </ul>
a) Failure to notify the City of breakdowns. b) Failure to provide replacement of equivalent equipment within 2 hours	a) One (1) day's standby amount per unit. b) One (1) day's standby amount per unit for each day not in service, plus \$1,000.00 for every call-out the equipment is not available
Failure to provide competent and trained equipment operators.	<ul style="list-style-type: none"> <li>One (1) day's standby amount per occurrence.</li> </ul>
Failure to respond to a call-out for winter operations. <b>Note:</b> a unit will be classified as "failed to respond" when one of the following criteria is met: <ul style="list-style-type: none"> <li>The operator has failed to respond to a call-in</li> <li>The unit is unable to perform work and no replacement has been provided.</li> <li>When an operator is late and their presence is no longer necessary.</li> </ul>	<ul style="list-style-type: none"> <li>Loss of 5 days of standby for the first occurrence plus \$1,000.00</li> <li>Loss of 10 days of standby for the second occurrence plus \$1,000.00</li> <li>Loss of 15 days of standby plus \$1,000.00 for every event and considered in breach of contract and may be terminated for the third or subsequent offenses</li> </ul>
Failure to remove equipment from City Works Yards as per SPC 16.	<ul style="list-style-type: none"> <li>Loss of 50% standby per unit per day until the equipment has been removed from the yard</li> </ul>

Replacing missing unit identification signs.	<ul style="list-style-type: none"> <li>• \$50 per unit per occurrence</li> </ul>
Replacing damaged, missing or lost identification.	<ul style="list-style-type: none"> <li>• \$50 per operator per occurrence</li> </ul>
If the contractor and its contracted equipment are found engaged in or performing other operations outside of this contract, or while conducting winter operations on behalf of the City or in a manner that impacts the quality or time of service.	<ul style="list-style-type: none"> <li>• The contractor shall be deducted:</li> <li>• Five Thousand Dollars (\$5,000.00) for the first offence</li> <li>• Ten Thousand Dollars (\$10,000.00) for the second offence.</li> <li>• Fifteen Thousand Dollars (\$15,000.00) and considered in breach of contract and may be terminated for the third offense.</li> </ul>

Any damages caused by contractors' operations, or failure to repair or repay, will be deducted from progress payments due to the contractor on the next payment release. In addition to the above, contract termination provisions shall be included in the contract.



## Jurisdiction Comparison:

City	Year Tendered	Contract Start	Contract Term	Contract Value (Total for fixed term of contract)
Vaughan	August 2015 Pre-qualification March 2016 Tender	2016-2017 season	6 years + two additional 2-year extensions	<b>\$40,500,000.00 - ***does not include Arterial Roads***</b> <ul style="list-style-type: none"> <li>Collector and local road plowing/salting</li> <li>Residential driveway windrow clearing</li> </ul>
<b>Vaughan; NEW CONTRACT</b>	Target tender date of Sept 2024	Target start date of 2026-2027 season	6 years + two additional 2-year extensions	<b>Anticipated to be 40-45% more than the previous contract - ***does not include Arterial Roads***</b> <ul style="list-style-type: none"> <li>Collector and local road plowing/salting</li> <li>Residential driveway windrow clearing</li> </ul>
Mississauga	2020	2021-2022 season	8 years - no extension years	<b>\$166,200,000.00</b> <ul style="list-style-type: none"> <li>Arterial, collector and local road plowing/salting</li> <li>Sidewalk clearing (not City-wide)</li> <li>Transit Stop clearing</li> <li>Snow Removal</li> </ul>
<b>Mississauga; WINDROWS ONLY</b>	2023	Planned for 2025-2026 season	5 years - no extension years	<b>\$80,500,000.00</b> (plus a one-time property acquisition cost of \$16,000,000 to house the required equipment) <ul style="list-style-type: none"> <li>Driveway Windrow Clearing</li> <li>Expansion to City-Wide Sidewalk Clearing</li> <li>Enhanced Snow Removal for Bike Lanes</li> <li>Council did not award due to price and all residents having to pay but not receiving the service</li> </ul>

Markham	2022	2024-2025 season	12 years - no extension years	<b>\$88,800,000.00 - ***does not include Arterial Roads***</b> <ul style="list-style-type: none"> <li>• Collector and local road plowing/salting</li> <li>• Seniors Driveway Windrow Clearing (limited program)</li> </ul>
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\*\*\*The above are first year prices only, they will increase with CPI and any service level changes that may be required\*\*\*