

# **Township of Rideau Lakes**

## **PUBLIC WORKS CONTRACT PW2012-4**

**T E N D E R/QUOTATION**

**For: Operational Services**

Tenders/Quotations Will be Received By: Dan Chant  
Roads Coordinator  
Township of Rideau Lakes

**Tender Closing: March 2, 2012 at 3:00 p.m.**

Tender Openings Begin: immediately following the closing deadline

**Under Tender No.: PW2012-4**

**TENDER PW2012-4**

**TENDER/QUOTATION INFORMATION FORM  
Form "A"**

By: \_\_\_\_\_  
Name of Firm or Individual (Hereafter referred to as "THE SERVICE PROVIDER")

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
(PHONE) (FAX)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Person Signing for Firm

\_\_\_\_\_  
Office of Person Signing for Firm

\_\_\_\_\_  
Signature

## **TABLE OF CONTENTS**

Tender/Quotation Information Form

Table of Contents

Instructions to Service Provider for Tender/Quotation

- 1.0 Introduction
- 2.0 Interpretation
- 3.0 Compliance with Instructions
- 4.0 Completion of the Tender/Quotation
- 5.0 Alteration of Tender/Quotation Prices
- 6.0 Withdrawal of Tender/Quotation Prices
- 7.0 Inquiries During Tender/Quotation
- 8.0 Acceptance or Rejection of Tender/Quotation Prices
- 9.0 Service Provider Acceptance
- 10.0 Insurance

Service Provider Information Sheet

Occupational Health and Safety Statutory Declaration

Service Tender/Quotation Prices

Carrier Safety Compliance

Declaration of Service Provider Tender/Quotation Price

Tax Compliance Declaration

The Work

## INSTRUCTIONS TO SERVICE PROVIDER FOR TENDER/QUOTATION

### 1.0 INTRODUCTION

- 1.1 This is a request for a Service Provider to submit price tender(s)/quotation(s) for **operated** equipment and trucks, as well as manual labour persons. The Service Provider may submit tender/quotation prices **on any or all items, at any or all locations.**
- 1.2 If the Service Provider meets the requirements specified in this document, they will be placed on a list of eligible Service Providers. The Township of Rideau Lakes reserves the right, based on the number of responses received, not to place all submitted prices on the listing. If and when the Township requires the use of any of the services, they shall first utilize the list of eligible Service Providers. All offers of work shall be made by the Roads Coordinator or Supervisor, based on the best value to the Township of Rideau Lakes. Any unreasonable bid will not be accepted.
- 1.3 **THE TOWNSHIP OF RIDEAU LAKES DOES NOT GUARANTEE ANY WORK AND THIS TENDER/QUOTATION SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE TOWNSHIP.**
- 1.4 The Township reserves the right to complete work within the work area, with its own forces.
- 1.5 The Roads Coordinator, in his sole discretion, will determine the most appropriate Service Provider(s) available to complete the required work based on maximizing the financial and operational benefit to the Township of Rideau Lakes and offers of work will be made accordingly to the lowest tender/quotation price.
- 1.6 There may be situations where more than one Service Provider will be undertaking work within the work site. In this situation, the Service Provider shall co-operate with other agencies.
- 1.7 If the Service Provider is contacted to provide services, the Service Provider may decline the offer without any repercussions, unless otherwise specified.
- 1.8 Withdrawal of tender/quotation prices subsequent to the opening of the Tender/Quotation or frequent refusal to accept work would be reviewed by the Township and may impact the Service Provider's privilege to submit a Tender/Quotation to provide services of this nature in the future.
- 1.9 This agreement may not be assigned or subcontracted in whole, or in part by the Service Provider without the prior written consent of the Roads Coordinator. An assignment or a subcontract does not release the Service Provider from its obligation under this agreement.
- 1.10 This Contract may be cancelled by the Township, upon 30 days written notice to all Service Providers.

### 2.0 INTERPRETATION

- 2.1 In this document,
  - a) **Event:** means a call-out and completion of specific work that may be in more than one location.
  - b) **Qualified:** means a person that has all the appropriate licences and training to operate the specified equipment. The person shall understand and be able to operate the equipment including all apparatus and controls in a safe, effective and efficient manner while completing the work.
  - c) **Service Provider:** means the person, partnership or corporation submitting a tendered/quoted price to undertake work as specified.
  - d) **Township:** means the Township of Rideau Lakes and its successors, assigns and "Owner". In this document it may be referred to as the Township.

- d) **Worker:** means a competent person that is trained, knowledgeable and capable of completing defined work at a productivity rate deemed reasonable by the Roads Coordinator.
- 2.2 All tender/quotation prices are non-negotiable and shall remain in effect for the duration of this Tender/Quotation.
- 2.3 HST shall be included in the Service Tender/Quotation Prices, if applicable.

### 3.0 COMPLIANCE WITH INSTRUCTIONS

- 3.1 The Service Provider shall comply with the following instructions. Those failing to do so may be subject to disqualification.

### 4.0 COMPLETION OF THE TENDER/QUOTATION

- 4.1 The forms supplied by the Township **must** be used and in the possession of the Roads Coordinator before **3:00 p.m. on March 2, 2012.**
- 4.2 **All entries shall be in a sealed envelope**, clearly marked with its contents. **No facsimiles or emails will be accepted.** Forms shall be clear and legible and made in ink. All items shall be bid according to any instructions in this document.
- 4.3 Tenders/Quotations that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected.
- 4.4 Erasures, overwriting or strike-outs are to be initialled by the person signing for the Service Provider.
- 4.5 The forms must be signed in the space provided by an authorized official of the Service Provider. If a joint bid is submitted, it must be signed on behalf of each Service Provider.
- 4.6 The Service Provider shall complete and submit the following original documentation with the tender/quotation:
  - a) Tender/Quotation Information Form "A"
  - b) Service Provider Information Sheet Form B"
  - c) Occupational Health and Safety Statutory Declaration Form "C"
  - d) Service Tender/Quotation Prices Form "D"
  - e) Declaration of Service Provider Price Tender/Quotation Form "E"
  - f) Tax Compliance Declaration Form "F"

The Service Provider may submit tender/quotation prices on any or all items at any or all locations.

### 5.0 ALTERATION OF TENDER/QUOTATION PRICES

- 5.1 A Tender/Quotation Price may be altered by submitting another Tender/Quotation Price at any time, up to the specified time and date for the closing of this Tender/Quotation. The last Tender/Quotation Price received shall supersede and invalidate all Tender/Quotation Prices previously submitted by the Service Provider.

### 6.0 WITHDRAWAL OF TENDER/QUOTATION PRICES

- 6.1 The Service Provider may withdraw the Tender/Quotation Price at any time, in writing.
- 6.2 Tender/Quotation Prices withdrawn under this procedure shall not be reinstated.

## 7.0 INQUIRIES DURING TENDER/QUOTATION

- 7.1 All inquiries relative to the tender documents shall be directed to the **Roads Coordinator**. No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

## 8.0 ACCEPTANCE OR REJECTIONS OF TENDER/QUOTATION PRICES

- 8.1 The Township reserves the right to reject any or all Price Tender/Quotation, for any reason whatsoever and to accept only services considered best for its interest and to waive formalities as the interests of the Township may require, without stating reasons. Therefore, the lowest or any Price Tender/Quotation may not necessarily be accepted.
- 8.2 The Township shall not be liable for any costs, expense, loss or damage incurred, sustained or suffered by any Service Provider prior to, or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of any service provided.
- 8.3 Each item Bid shall be a reasonable price for such work.

## 9.0 SERVICE PROVIDER ACCEPTANCE

- 9.1 The Township shall keep on file, a list of all Service Providers that have submitted a tender and shall contact the successful bidder when or if service is required.
- 9.2 The Service Provider, when hired to perform a service, shall deliver by hand, mail or by fax, which shall constitute valid and effective delivery, the following documents prior to commencing any work:
- a) Current Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
- 9.3 The Service Provider will keep on file or be able to obtain on short notice, the following documents prior to commencing any work:
- a) Satisfactory proof of General Liability Insurance in accordance with Section 10. below;
  - b) Current Level 2 CVOR Abstract
- 9.4 In the event of the Service Provider failing to deliver the documents in accordance with Section 9.2 or not providing documents when notified of work in Section 9.3, the Township of Rideau Lakes may remove the Service Provider from the list of eligible Service Providers, notwithstanding any other provision in the Tender/Quotation.

## 10. INSURANCE

The Service Provider must provide a certificate of insurance obtained from the Insurance Company showing the policy number(s), covering dates and limits of liability.

If the said insurance is cancelled or changed during its term in such a manner as to affect this Certificate, written notice of such change or cancellation will be given by letter, mailed to the Roads Coordinator as soon as practicable.

COMMERCIAL GENERAL LIABILITY

The Service Provider shall maintain a policy of general liability insurance having limits of not less than **\$2,000,000.00** inclusive per occurrence for bodily injury, death and damage to property.

The general liability policy shall include the Township and is hereby named as additional insured.

**NOTE:** The following shall be added to General Liability Insurance certificates:

The Township is hereby named as additional insured, but only in respect of and for the duration of the services to be performed under this agreement and shall contain a cross liability clause endorsement.

MOTOR VEHICLE (if licensed Vehicle in Agreement)

The Service Provider shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than **\$2,000,000.00** inclusive per occurrence for bodily injury, death and damage to property.

**SERVICE PROVIDER INFORMATION SHEET  
FORM "B"**

The Township of Rideau Lakes is obligated to ensure that the work completed by the Service Provider is undertaken in a safe manner. Before using the services identified, the Township must be satisfied that the Service Provider understands the work adequately to be able to complete the undertaking to meet the Township's obligations. The Service Provider shall complete, including a signature and submit this form with the submission.

The Township reserves the right to reject any tendered/quoted price if the information herein is not complete or does not meet an adequate level as determined by the Owner. If necessary, the Owner reserves the right to address with the Service Provider minor deficiencies with the information provided and require the Service Provider to make the necessary changes to this information.

**SAFETY PLAN**

- 1) How do you ensure that information, instructions and supervision are provided to all workers to protect their health and safety?
  
- 2) What training will be provided to staff before and during the term of the Tender/Quotation (personnel and equipment)?
  
- 3) What is your procedure when an accident occurs (vehicle/personal)?
  
- 4) What is your procedure if an employee has a health and safety concern?
  
- 5) What safety equipment will employees wear (eg. safety vest, safety boots) and when?
  
- 6) If a critical injury or fatality occurs or you are issued a MOL order, how would you handle these situations and how would they be reported to the Township's Roads Coordinator?

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
(An authorized signing officer)

\_\_\_\_\_  
(Title)

**OCCUPATIONAL HEALTH AND SAFETY  
STATUTORY DECLARATION  
FORM "C"**

**Will you employ workers for this contract?**

**No** \_\_\_ **Yes** \_\_\_      **If yes, what is your WSIB Firm Number** \_\_\_\_\_

In submitting this tender/quotation, I/We, on behalf of \_\_\_\_\_  
(Legal Name of Company)

certify the following:

I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

and

I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(An Authorized Signing Officer for the Service Provider)

\_\_\_\_\_  
Name of Authorized Signing Officer (please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email)

**SERVICE TENDERS/QUOTATION PRICES FORM "D"**

<b>Item No.</b>	<b>SERVICE</b>	<b>COST</b>
1	LOADERS –4WH DR RUBBER MOUNTED –MIN. OPERATING WEIGHT –15,501 TO 30,000 kg NOMINAL BUCKET SIZE OF<2.0 TO 3.5 CUBIC METRES	
2	LOADERS –2 WH DR TRACTOR WITH LOADER/BACKHOE COMBINATION –MIN. POWER RATING –30 kilowatts	
3	LOADERS –4 WH DR TRACTOR WITH LOADER/BACKHOE COMBINATION –MIN. POWER RATING –45 kilowatts	
4	HYDRAULIC EXCAVATORS – CRAWLER MOUNTED – MIN. OPERATION WEIGHT – 10000 – 14999 KG	
5	HYDRAULIC EXCAVATORS –CRAWLER MOUNTED –MIN. OPERATION WEIGHT –15000 –19999 KG	
6	HYDRAULIC EXCAVATOR –CRAWLER MOUNTED –MIN. OPERATION WEIGHT –20000 –40000 KG	
7	HOE RAM ATTACHMENT FOR 5 or 6	
8	HYDRAULIC BRUSH TRIMMER ATTACHMENT FOR 5 or 6	
9	BULLDOZERS –CRAWLER TYPE –MIN. NET FLYWHEEL POWER – <44 kw to >80 kw	
10	BULLDOZERS –CRAWLER TYPE –MIN. NET FLYWHEEL POWER – <80 kw to >100 kw	
11	GRADERS –RIGID OR ARTICULATING –MIN. OPERATING WEIGHT – 15500 to 22000 kg	
12	TRUCKS –TANDEM AXLE –MIN RGVW –22,680 KG	
13	TRUCKS –TRI AXLE –MIN RGVW –32,000 KG	
14	HYDRAULIC EXCAVATOR – RUBBER TIRED, BUCKET WRIST ACTION – 11000 KG OPERATING WEIGHT MINIMUM	
15	CARRIER MOUNTED EXCAVATOR, TELESCOPIC BOOM – 11000 KG OPERATING WEIGHT MINIMUM	

16	VIBRATORY PACKER – 18000 KG MINIMUM OPERATING WEIGHT	
17	FLOAT WITH TRACTOR – 40000 kg MIN. LOAD CAPACITY	
18	WASTE SITE COMPACTOR WITH LEVELING BLADE CAT 815 TO 836 or EQUIVALENT \$/HR (INCLUDING FLOAT)	
19	BRUSH, WOOD, LEAF – GRINDING AND REMOVAL  \$/HR – GRINDING  \$/TONNE – REMOVAL	
20	MANUAL LABOUR PERSONS	
21	TREE REMOVAL  \$ - DROPPING  \$ - REMOVAL	
22	STREET LIGHT REPAIR (PRICE/HR) (excluding parts and materials)	
23*	HVAC SERVICE CALLS (PRICE/HR) (excluding parts and materials)	
24*	HVAC ANNUAL SERVICE/CLEANING (PRICE/LOCATION). MIX OF OIL AND PROPANE. PROVIDE AVERAGED COST.	

The service Provider can provide a list of additional equipment they have that may be of interest to the Township.

\*See attached facility details

## COMMERCIAL VEHICLE OPERATOR'S CERTIFICATE (CVOR) – All Items

### Carrier Safety Compliance Definitions

For the purpose of this Special Provision, the following terms shall have the meanings set forth in this section:

**“Business Day”** means any day which is not (i) a Saturday or a Sunday or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.

**“Commercial Motor Vehicle”** is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.

**“Contract”** means this maintenance contract that defines the undertaking by the Township of Rideau Lakes and the Contractor to perform their respective duties, responsibilities and obligations.

**“CVOR Abstract”** means a Level 2 CVOR Abstract obtained from the Township of Rideau Lakes.

**“CVOR Certificate”** means a Commercial Vehicle Operator's Registration certificate issued under the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.

**“CVOR Holder”** means a person to whom a CVOR Certificate was issued that has not been cancelled.

**“Township of Rideau Lakes”** means the Township of Rideau Lakes and its successors and assigns and “Owner”. In this document it may be referred to as the Township.

**“Owner”** means the party to the Contract whom the Work is being performed.

**“Person”** means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, Township of Rideau Lakes, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of a person to whom the context can apply according to law.

**“Unacceptable CVOR Record”** means a CVOR Abstract in which either:

- (1) rated “conditional” or “unsatisfactory” under the Ministry of Transportation's Carrier Safety Rating Program;
- (2) The “Current Violation Rate” is 65% or higher; or
- (3) The value recorded in the “Threshold Override” is not 100.00%

**“Work”** means the total services required by the contract documents.

**“Working Area”** means all the lands and easements owned or acquired by the Township of Rideau Lakes for the Work.

### Contractor Operation of a Commercial Motor Vehicle

Where the Contractor is a CVOR Holder who intends to operate a Commercial Motor Vehicle in the performance of the Contract or in the haulage of materials to, on or from the Working Area, the Contractor shall provide to the Township of Rideau Lakes a copy of the Contractor's CVOR Abstract on the following days:

- (i) The CVOR Abstract shall be provided before the Contractor operates a Commercial Motor Vehicle in the performance of the Contract or in the haulage of materials to, on or from the Working Area, and

**DECLARATION OF SERVICE PROVIDER TENDER/QUOTATION PRICE**

**FORM "E"**

**TENDER/QUOTATION NO. PW2012-4**

The Service Provider expressly warrants that they have carefully examined this Tender/Quotation document and that the tender/quotation prices contained in this agreement as unit prices are tendered/quoted in utmost good faith on their part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Service Provider expressly represents that it is not party or privy to any deceit tending to mislead the Township of Rideau Lakes into accepting its tender/quotation as a truly competitive tender/quotation whether to the prejudice, injury or benefit of the Township of Rideau Lakes.

**I/WE HAVE CAREFULLY EXAMINED AND AGREED TO THE TERMS AND CONDITIONS STATED IN THIS TENDER/QUOTATION AND AGREE TO SUPPLY THE NOTED SERVICES IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Service Provider's Signature and Seal where applicable.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax

**TAX COMPLIANCE DECLARATION**

**FORM "F"**

**TENDER/QUOTATION NO. PW2012-4**

I/We hereby certify that \_\_\_\_\_ , at the time of submitting this  
(Legal Name of Company)

tender/quotation, is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
(An Authorized Signing Officer)

\_\_\_\_\_  
(Title)

## **SPECIAL PROVISIONS FOR TENDER/QUOTATION NO: PW2012-4**

### **DURATION OF PRICE TENDER/QUOTATION**

The Tender/Quotation Prices shall be valid for a one (1) year period from **May 1, 2012 to April 30, 2013**.

### **THE WORK**

Throughout the year, Events may occur which the Township may require the services of operated equipment, operated trucks or manual labour. This work includes but is not limited to ditching, grading, gravelling, culvert installation etc. When the need for these services occurs the Roads Coordinator/Patrol Supervisor will determine and contact the most appropriate item available and offer the work to the Service Provider(s) based on lowest tender/quotation price. The Roads Coordinator/Patrol Supervisor shall offer the work based on the lowest tender/quotation price submitted that will accept the work.

For each Event, the Roads Coordinator/Patrol Supervisor shall advise, in writing, the selected Service Provider of the scope of the work, the location, the estimated duration, response time and the extent of the work. The Service Provider has the option of accepting or refusing the specific offer to work. All work completed shall be undertaken in accordance with all the terms specified in this Tender/Quotation.

The Township of Rideau Lakes may eliminate the Service Provider from the list of any or all items by location that the Service Provider is offering, after the Service Provider declines to accept work on three (3) occasions throughout the term of the Agreement.

The Service Provider shall provide all required documentation (licences, certificates etc.) upon request to verify that staff is qualified to undertake the work assigned.

The Roads Coordinator/Patrol Supervisor has the right to withdraw the offer to work at an Event or to suspend the work Event if and when any of the following occurs:

- (a) The Service Provider fails to respond to the event by the specified time.
- (b) The condition of the equipment or trucks is not in a satisfactory condition.
- (c) The equipment is not being operated in an efficient manner.
- (d) The operator does not meet the definition of Qualified.
- (e) The work is not being completed in a safe manner.
- (f) The Service Provider fails to produce the required documentation (licences, certificates etc.) to verify that the staff provided by the Service Provider is Qualified.
- (g) The Service Provider alters the scope of work.
- (h) The service is no longer required.

If the offer is withdrawn or the work suspended by the Roads Coordinator/Patrol Supervisor for any of the above reasons, except "h", the Service Provider may be removed from the list of available Service Providers.

## **OCCUPATIONAL HEALTH AND SAFETY**

The Service Provider and all staff must comply with the Occupational Health and Safety Act (OHSA) (which are minimum requirements) and will be responsible for the compliance therewith while working for the TOWNSHIP OF RIDEAU LAKES and shall take all reasonable precautions to ensure worker safety.

The Service Provider shall supply and ensure that all staff uses protective clothing and/or devices as set out in the Occupational Health and Safety Act and Regulations.

In compliance with the Occupational Health and Safety Act and W.H.M.I.S. regulations, the Service Provider is cautioned that the workplace may contain hazardous products. It shall be the responsibility of the Service Provider to become aware of these products and provide training. These products are controlled under the W.H.M.I.S. Regulations.

In the event of an accident causing death, critical injury (as defined in the OHSA) or disabling injury to the Service Provider's employee, the Service Provider shall notify the Roads Coordinator immediately and within five (5) days of such an event, provide the Roads Coordinator with a detailed report which shall include the following information.

- a) Service Provider contact person name and telephone number
- b) Description of accident (who, what, where, when, how)
- c) Description of injury
- d) Recommendations to prevent future occurrence and
- e) Confirmation that all legislative notification requirements have been fulfilled.

The Service Provider shall immediately notify the Manager of all MOL orders or charges issued to the Service Provider. In addition copies of all MOL orders and Charges shall be provided to the Roads Coordinator immediately.

## **WORKPLACE SAFETY AND INSURANCE**

The Service Provider is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. The Service Provider shall furnish evidence of coverage for themselves and their employees under the Workplace Safety and Insurance Act or insurance policy whenever requested by the Roads Coordinator. The Township may wish to withhold payment of such sums of money sufficient to cover any default of the Service Supplier to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement and/or medical aid.

The Service Provider shall be responsible for payment of wages of any staff hired and when required, shall furnish evidence to the satisfaction of the Township of Rideau Lakes that these wages have been paid in full. If the Service Provider fails to do so, the Township shall have the right to withhold payment for such sums of money due that would be sufficient to cover the default. The Service Provider's employees are not employees of the Township under any circumstances.

## **INDEMNIFICATION**

The Service Provider shall indemnify and hold harmless the Township of Rideau Lakes from all damages, demands, losses, expenses, costs, actions, suits or proceedings by a third party, directly or indirectly arising or allege to arise out of the performance of or failure to perform the work, provided such claims are caused by neglect acts of omission of the Service Provider or anyone for whose acts the Service Provider may be liable.

**EQUIPMENT SERVICE –Item No. 1,2,3,4,5,6,7,8,9,10,11,14,15,16,17,18**

**SCOPE OF WORK**

The scope of work involves providing the equipment specified in the service tender/quotation prices form at the location and time specified by the Roads Coordinator. The equipment shall be in good working condition and be operated efficiently by Qualified operator(s). The Service Provider shall provide the proper number of Qualified operators to operate the equipment in a safe efficient manner.

**Float time at the rate of \$80.00 per hour to a maximum of 2 hours per day will be paid to transport the equipment to/from or within the work site if required.**

**MEASUREMENT FOR PAYMENT**

Measurement for payment for equipment rental shall be on an hourly basis for actual hours worked, calculated to the nearest half hour at the end of each working day. The Service Provider and the Roads Coordinator/Patrol Supervisor shall agree on the number of hours worked at the end of each working day.

The Service Provider shall be compensated for a minimum of two (2) hours for each Event.

If the notice of work is cancelled by the Roads Coordinator/Patrol Supervisor prior to twelve (12) hours before the proposed start of the operation, no payment will be made for the call out. However, if cancellation is given within the twelve (12) hour period preceding the start of the operation, the Service Provider shall be paid for two (2) hours at the hourly rate.

**BASIS OF PAYMENT**

Payment at the Tender/Quotation unit price for the above tender item shall be full compensation for the equipment and operator(s) required to carry out the work specified by the Roads Coordinator/Patrol Supervisor.

**TRUCKS SERVICE – Item No.12, 13**

---

**SCOPE OF WORK**

The scope of work involves providing the truck(s) with Qualified operator(s) specified in the service tender/quotation prices form the location and time specified by the Roads Coordinator. The truck shall be safe and in good working condition and be operated by a Qualified operator. The truck will be used for a variety of maintenance and construction activities, hauling all different types of material.

**MEASUREMENT OF PAYMENT**

Measurement for payment for the truck rental shall be on an hourly basis for actual hours worked, calculated to the nearest half hour at the end of each working day. The Service Provider and the Roads Coordinator/Patrol Supervisor shall agree on the number of hours worked at the end of each day.

The Service Provider shall be compensated for a minimum of two (2) hours for each Event a truck is called out.

If the notice of work is cancelled by the Roads Coordinator/Patrol Supervisor prior to twelve hours before the proposed start of the operation, no payment will be made for the call out. However, if cancellation is given within the twelve (12) hour period preceding the start of the operation, the Service Provider shall be paid for two (2) hours at the hourly rate for each truck requested.

**BASIS OF PAYMENT**

Payment at the Tender/Quotation unit price for the above tender item shall be full compensation for the equipment and operator(s) required to carry out the work specified by the Roads Coordinator.

**SCOPE OF WORK**

The scope of work involves supplying Worker(s) to complete a wide variety of manual labour maintenance and construction activities including but not limited to, drainage cleaning, guiderail repairs, pot hole patching, etc. The Manager shall specify the type, location and appropriate accomplishment of the work.

**Worker** means a person that is trained, knowledgeable and capable of completing the defined work.

Township of Rideau Lakes shall supply all hand and power tools required to complete the Work.

Transportation to and from a work site shall be included in the Tender/Quotation Price.

**MEASUREMENT OF PAYMENT**

Measurement for payment shall be on an hourly basis for actual hours worked, calculated to the nearest half hour at the end of each working day. The Service Provider and the Roads Coordinator/Patrol Supervisor shall agree on the number of an hours worked at the end of each day.

The Service Provider shall be compensated for a minimum of two (2) hours for each Event each labourer is called out.

If the notice of work is cancelled by the Roads Coordinator/Patrol Supervisor prior to twelve hours before the proposed start of the operation, no payment will be made for the call out. However, if cancellation is given within the twelve (12) hour period preceding the start of the operation, the Service Provider shall be paid for two (2) hours for each Worker.

Transportation within the work site or to another work site within the same day in excess of 10 kilometres per day shall be compensated at the rate of \$0.45 per kilometre after the initial 10 kilometres. Travel time shall be paid at the hourly bid rate while travelling under these conditions.

**BASIS OF PAYMENT**

Payment at the Tender/Quotation unit price for the above tender item shall be full compensation for all labour and equipment required to carry out the work.

**TOWNSHIP OF RIDEAU LAKES**  
**MUNICIPAL BUILDINGS WITH HEAT SOURCE**

---

<b>PROPERTY</b>	<b>HEAT SOURCE</b>	<b>CIVIC ADDRESS</b>
1. Municipal Office	4 propane furnaces	1439 County Road 8, Chantry
2. Beverley Centre	1 oil furnace	18 King Street, Delta
3. Old Delta Fire Hall/MP garage	1 propane furnace	35 William Street, Delta
4. Delta Fire Hall	2 oil furnaces (1 suspended)	18 King Street, Delta
5. Portland Fire Hall	1 propane furnace (1 suspended space heater)	20 Colborne Street, Portland
6. Portland Community Hall	1 propane furnace	24 Water Street, Portland
7. Portland Library (rental)	1 propane furnace (roof top unit)	2792 HWY 15, Portland
8. Lower Beverley Lake Park	1 oil furnace	1 Lower Beverley Lake Park Rd, Delta
9. Newboro Community Hall	1 propane furnace	15 Drummond St, Newboro
10. North Crosby Garage/Daycare	5 propane furnaces (3 suspended, 2 floor)	9863 County Rd 10, Westport
11. North Crosby Community Hall	1 oil furnace & 1 propane stove (boiler)	875 8 <sup>th</sup> Concession Road, Westport
12. Elgin Library	1 oil furnace	24 Halladay Street, Elgin
13. Elgin Fire Hall	1 oil furnace (suspended)	32 Halladay Street, Elgin
14. Elgin Community Complex	1 oil furnace (boiler)	47 Main Street, Elgin
15. Morton Community Hall	1 oil furnace	13 Judd Street, Morton
16. Chaffey's Lock Community Hall	1 propane furnace (suspended space heater)	1661 Chaffey's Lock Rd, Chaffey's Lock
17. Crosby Community Hall	1 oil furnace	3579 Hwy 15, Crosby
18. South Elmsley Garage	Propane (tube heaters)	441 Hwy 15, Lombardy
19. South Elmsley Community Hall	propane furnace (roof top unit)	441 Hwy 15, Lombardy
20. Westport Fire Hall	1 oil furnace	31 Spring St, Westport
21. Elgin Senior's Housing	3 propane (radiant in-floor heating)	Harry Seeley St, Elgin
22. Phillipsville Garage	propane (tube heaters)	