



**TENDER  
PW2019-5**

**FOR OPERATIONAL SERVICES**

Tender Closing: February 20, 2019 at 11:00 a.m.

Tender Openings: Immediately following the closing deadline

Tenders/Quotations Will Be Received By:  
Dan Chant, Roads Coordinator  
Township of Rideau Lakes  
1439 County Road 8  
Delta, ON, K0E 1G0

**ALL TENDERS/RFP's SUBJECT TO BUDGET APPROVAL**

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**CONTRACTOR'S INFORMATION FORM  
PW2019-5  
FORM "A"**

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

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Person Signing for Firm (please print)

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

\_\_\_\_\_  
Signature

GST/HST NO. \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER/QUOTATION**

## INSTRUCTIONS TO THE SERVICE PROVIDER

### 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 Construction 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 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.
- 1.11 All tender/quotation prices are non-negotiable and shall remain in effect for the duration of this Tender/Quotation.

1.12 HST shall not be included in the Service Tender/Quotation Prices.

## 2.0 INTERPRETATION/DEFINITIONS

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.
- (e) **Owner:** means the party to the Contract whom the Work is being performed.
- (f) **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.
- (g) **"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.
- (h) **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.
- (i) **Commercial Motor Vehicle:** is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- (j) **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.
- (k) **CVOR Abstract:** means a Level 2 CVOR Abstract obtained from the Township of Rideau Lakes.
- (l) **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.
- (m) **CVOR Holder:** means a person to whom a CVOR Certificate was issued that has not been cancelled.

(n) **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%

(o) **Work:** means the total services required by the contract documents.

(p) **Working Area:** means all the lands and easements owned or acquired by the Township of Rideau Lakes for the Work.

### **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**

The forms supplied by the Township **must** be used and be in the possession of the Roads Coordinator before **11:00 a.m. on February 20, 2019**. Bids must be in hard copy form and in a sealed envelope, clearly marked with its contents. **Fax transmissions and emails will not be accepted.**

**Tender PW2019-5  
Dan Chant, Roads Coordinator  
Township of Rideau Lakes  
1439 County Rd 8  
Delta, ON K0E 1G0**

**Mailed or delivered to the Township Office in Chantry at 1439 County Road 8.**

- 4.1 Forms shall be clear and legible and made in ink. All items shall be bid according to any instructions in this document.
- 4.2 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.
- 4.3 Erasures, overwriting or strike-outs are to be initialled by the person signing for the Service Provider.
- 4.4 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.
- 4.5 The Service Provider shall complete and submit the following original documentation with the tender/quotation:
  - a) Contractor’s Information Form - Form “A”
  - b) Occupational Health and Safety Statutory Declaration - Form “B”
  - c) Service Tender/Quotation Prices - Form “C”

- d) Declaration of Service Provider Price Tender/Quotation Form “D”
- e) Tax Compliance Declaration Form “E”

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. The last Tender/Quotation Price received shall supersede and invalidate all 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 UNBALANCED BIDS**

- 7.1 Bids that contain prices, which appear to be so unbalanced that they may adversely affect the interests of the Township, may be rejected; the Bid shall be a reasonable price for such Work.

## **8.0 BIDS WITH DISCREPANCIES**

- 8.1 Wherever the amount for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly.
- 8.2 Mathematical discrepancies shall be corrected by the Township, by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- 8.3 Bidders with Bids that have been rejected by the Township, under Section 7.0 or 8.0, shall be notified of the reasons within 10 Days of the specified time and date for bid closing.

## **9.0 INQUIRIES DURING TENDER/QUOTATION PERIOD**

- 9.1 All inquiries relative to these Tender documents shall be directed to Dan Chant, Roads Coordinator at [dchant@twprideaulakes.on.ca](mailto:dchant@twprideaulakes.on.ca) or call 1-800-928-2250 Ext 227.

No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

## **10.0 ACCEPTANCE OR REJECTIONS OF TENDER/QUOTATION PRICES**

- 10.1 The Township reserves the right to reject any or all Tender/Quotation Price, 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 Tender/Quotation Price may not necessarily be accepted.

10.2 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.

10.3 The price/quotation shall be irrevocable for a period of thirty (30) days following the date of closing.

## **11.0 CANCELLATION OF CONTRACT**

11.1 This Tender/Quotation has been prepared with the intention of proceeding with acceptance of the lowest responsible price, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township of Rideau Lakes may be unable to award this Tender/Quotation. The bidders agree to save harmless, the Township of Rideau Lakes, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The Township of Rideau Lakes reserves the right to discontinue this Tender/Quotation process and review at any time and not move forward with awarding a contract.

## **12.0 SERVICE PROVIDER ACCEPTANCE**

12.1 The Township shall keep on file, a list of all Service Providers that have submitted a tender/quotation and shall contact the successful bidder when or if service is required.

12.2 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.

12.3 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

12.4 In the event of the Service Provider failing to deliver the documents in accordance with Section 12.2 or not providing documents when notified of work in Section 12.3, the Township may remove the Service Provider from the list of eligible Service Providers, notwithstanding any other provision in the Tender/Quotation.

## **13.0 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; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

***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.

***Contractor's Environmental Impairment Liability (if applicable)***

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000 per incident /annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, coverage shall include a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township 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 Township.

***WSIB***

Proof of a WSIB Clearance certificate, to ensure that the employees of the contractor are adequately protected in the event they are injured on the job.

***Indemnification***

The service provider shall indemnify and hold the Corporation of the Township of Rideau Lakes harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement.

**14.0 PAYMENT TERMS**

14.1 The Township of Rideau Lakes shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Township of Rideau Lakes Attention: Roads Coordinator. The Township's standard payment term is net thirty (30) days.

14.2 The Township pays the Tax HST.

## **SPECIAL PROVISIONS FOR PW2019-5**

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

The Tender/Quotation Prices shall be valid for a one (1) year period from **May 1, 2019 to April 30, 2020**.

### **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/Construction 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/Construction Supervisor shall offer the work based on the lowest tender/quotation price submitted that will accept the work.

For each Event, the Roads Coordinator/Construction 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 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/Construction 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/Construction Supervisor for any of the above reasons, except "h", the Service Provider may be removed from the list of available Service Providers.

This Work may not be assigned or subcontracted in whole or in part by the Supplier, without prior written consent of the Roads Coordinator.

## **EQUIPMENT SERVICE – Item No. 1,2,3,4,5,6,7,8,9,10,11,14,15,16,17,18,19**

### ***Scope of Work***

The scope of work involves providing the equipment specified in the service tender/quotation price 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 \$100.00 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 of 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/Construction 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/Construction 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/Construction 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 price 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/Construction 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/Construction 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.

**MANUAL LABOUR PERSONS – Item No. 20**

***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 Roads Coordinator/Construction Supervisor shall specify the type, location and appropriate accomplishment of the work.

The Township 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.

This agreement may not be assigned or subcontracted in whole or in part by the Service Provider, without prior written consent of the Roads Coordinator.

***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/Construction 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/Construction Supervisor 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.

**TREE REMOVAL- Item No. 21**

***Scope of Work***

The scope of work involves removing hazardous trees and clearing all materials from the site with qualified operator(s) specified in the service tender/quotation price form, the location and time specified by the Roads Coordinator.

***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/Construction 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/Construction 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.

**STREET LIGHT REPAIR – Item No. 22**

***Scope of Work***

The scope of work involves the maintenance and repairs to Township owned street lights with qualified technician(s) specified in the service tender/quotation price form, the location and time specified by the Roads Coordinator.

***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/Construction 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/Construction 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.

**COMMERCIAL VEHICLE OPERATOR’S CERTIFICATE (CVOR) – All Items**

**Carrier Safety Compliance**

**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

## **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.

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

The Township is statutorily 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.

**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:

(a)\* 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 "OHS").

**\*The requirements in (a) do not apply to employers with five (5) or less employees. However, all Service Providers are still required to submit a safety plan as requested.**

***Attach a separate sheet if insufficient room to respond.***

**SAFETY PLAN**

- 1) What training will be provided to staff before and during the term of this Tender/Quotation (personnel and equipment)?
  
  
  
  
  
  
  
  
  
  
- 2) How do you ensure that information, instructions & supervision are provided to all workers to protect their health and safety?
  
  
  
  
  
  
  
  
  
  
- 3) What is your annual and routine policy (plan) to ensure the equipment is maintained in good mechanical condition (preventative maintenance)?
  
  
  
  
  
  
  
  
  
  
- 4) What certificates and licences will all operators have before starting work (eg. DZ license, WHIMS)?

- 5) What is your procedure when an accident occurs (vehicle or personal)?
  
- 6) What is your procedure if an employee has a health and safety concern?
  
- 7) What safety equipment will the employees wear (eg. safety vest, safety boots) and when?
  
- 8) 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 Roads Coordinator?

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Signature of an authorized signing officer)

\_\_\_\_\_  
(Name and Title of authorized signing officer)

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

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER/QUOTATION**



**SERVICE TENDER/QUOATION PRICES - FORM "C"**  
**PW2019-5**

| ITEM NO. | SERVICE  | COST/HOUR                              |
|----------|--|--|
| 1        | LOADERS –4WH DR RUBBER MOUNTED –MIN.<br>OPERATING WEIGHT –15,501 TO 30,000 kg<br>NOMINAL BUCKET SIZE OF <2.0 TO 3.5 CUBIC METRES |  |
| 2        | LOADERS –2 WH DR TRACTOR WITH LOADER/BACKHOE<br>COMBINATION –MIN. POWER RATING –30 kilowatts                                     |  |
| 3        | LOADERS –4 WH DR TRACTOR WITH LOADER/BACKHOE<br>COMBINATION –MIN. POWER RATING –45 kilowatts                                     |  |
| 4        | HYDRAULIC EXCAVATORS – CRAWLER MOUNTED – MIN.<br>OPERATION WEIGHT – 10000 KG   |  |
| 5        | HYDRAULIC EXCAVATORS –CRAWLER MOUNTED –MIN. OPERATION<br>WEIGHT –19500 KG  |  |
| 6        | HYDRAULIC EXCAVATOR –CRAWLER MOUNTED –MIN. OPERATION<br>WEIGHT –26500 KG   |  |
| 7        | HOE RAM ATTACHMENT FOR 5   |  |
| 8        | HOE RAM ATTACHMENT FOR 6   |  |
| 9        | BULLDOZERS –CRAWLER TYPE –MIN. NET FLYWHEEL POWER – <50<br>kw  |  |
| 10       | BULLDOZERS –CRAWLER TYPE –MIN. NET FLYWHEEL POWER – <60<br>kw  |  |
| 11       | GRADERS –RIGID OR ARTICULATING –MIN. OPERATING WEIGHT –<br>15500 to 22000 kg   |  |
| 12       | TRUCKS –TANDEM AXLE –MIN RG VW –22,680 KG  |  |
| 13       | TRUCKS –TRI AXLE –MIN RG VW –32,000 KG   |  |
| 14       | HYDRAULIC EXCAVATOR RUBBER TIRED WITH WRIST ACTION<br>BUCKET–18000 KG OPERATING WEIGHT MINIMUM                                   |  |
| 15       | CARRIER MOUNTED EXCAVATOR, TELESCOPIC BOOM – 22000 KG<br>OPERATING WEIGHT MINIMUM  |  |
| 16       | VIBRATORY PACKER – 18000 KG MINIMUM<br>OPERATING WEIGHT  |  |
| 17       | FLOAT WITH TRACTOR – 40000 kg MIN. LOAD CAPACITY   |  |
| 18       | WASTE SITE COMPACTOR WITH LEVELING BLADE<br>CAT 815 TO 836 or EQUIVALENT   |  |
|          |  | \$/HR<br>\$/FLOAT                      |
| 19       | BRUSH, WOOD, LEAF – GRINDING AND REMOVAL AT PORTLAND<br>TRANSFER STATION   | \$/HR – GRINDING<br>\$/TONNE – REMOVAL |
| 20       | MANUAL LABOUR PERSONS  |  |
| 21       | TREE REMOVAL - 3 PERSON CREW WITH ISA CERTIFIED ARBORIST<br>WITH 55' FORESTRY BUCKET TRUCK                                       |  |
|          | ADDITIONAL 2-PERSON CREW WITH FORESTRY DUMP TRUCK OR<br>LARGE DUMP TRAILER (FOR WOOD REMOVAL/NON BUCKET WORK)                    |  |
|          | BRUSH CHIPPER  |  |
| 22       | STREET LIGHT REPAIR with bucket-truck (excluding parts and materials)  |  |

The Service Provider can provide a list of additional equipment they have that may be of interest to the Township. **ALL PRICES NOT TO INCLUDE HST.**

**DECLARATION OF SERVICE PROVIDER TENDER/QUOTATION PRICE - FORM "D"**  
**PW2019-5**

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Legal Name of Company

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

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

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

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER/QUOTATION**

**TAX COMPLIANCE DECLARATION - FORM "E"**  
**PW2019-5**

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 \_\_\_\_\_ 2019.

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

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

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