



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

Rural Roadside Ditching & Brushing
(the "Project")
Tender Number: 3157110-26

Will be received
by:

City of Kenora
(the "City")

at:

1 Main Street South
Kenora, ON P9N 3X2
Attention: Heather Pihulak, Deputy CAO/City Clerk

Time and date for Tender Closing is:

11:00:00 a.m. CST/CDT on July 23, 2026
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:
Rural Roadside Ditching and Brushing.
2. All written inquiries regarding the technical aspects of the Work shall be emailed to rwilcott@kenora.ca, however the bidder(s) acknowledge and agree that the CITY does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the CITY to provide any written response to a written inquiry. Telephone inquiries and email inquiries will not be replied to.
3. Submission of a tender by a Bidder gives the CITY the right to require the Bidder to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the CITY delivers a letter of intent to the Successful Bidder.



INSTRUCTIONS TO TENDERERS

**CITY OF KENORA
3157110-26
Roadside Ditching &
Brushing**

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for the **Rural Roadside Ditching and Brushing** (the "WORK") as more particularly set out in Appendix "A" attached to these instructions to Tenderers.
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST/CDT on **July 23, 2026** ("Tender Closing"). Emailed tenders will not be accepted and will be returned to the Tenderer.

2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the CITY in a sealed envelope clearly marked with the Tenderer's name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the CITY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: Heather Pihulak, Deputy CAO/City Clerk**

- 2.2 In the event of a dispute or issue about whether a tender complies with the Instructions to Tenderers, the CITY reserves the right to retain and open a copy of the tender in question to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute admission by the CITY as to the compliance, or not, of the subject tender.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the CITY shall be entitled to accept a Tender in such form as the CITY in its sole and unfettered discretion deems acceptable irrespective of irregularities of a trivial nature, or the Tender is noncompliant in a trivial manner.
- 3.3 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies

between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.

- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and received by **Heather Pihulak, Deputy CAO/City Clerk** of the CITY prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the CITY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the CITY will be subject to the protection and disclosure provisions of Ontario's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the CITY's custody or control. It also prohibits the CITY from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the CITY cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5 TENDER DOCUMENTS

- 5.1 The documents for the Tender are:

- Invitation to Tender
- Tender form
- Instructions to Tenderers
- Appendix A – Tender Bid Form (Unit Price)
- Appendix B - City of Kenora Contractor Safety Program.
- Appendix C – Scope of Work and specifications
- Appendix D - GIS Maps – Locations

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 10 calendar days prior to the Tender Closing. Where necessary the

CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the **work therein shall be included in the Tender Sum. Verbal representations shall not** be binding on the CITY nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer should review the Tender Documents provided by the CITY and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
 - 8.3.1 The signatures of people executing the Tender must be in their respective handwriting; and
 - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers, **and the corporate seal shall be affixed;**

- 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm, and the Tender shall be signed by a partner or partners who have authority to sign for the partnership.
 - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
 - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor should print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

9 INSURANCE

- 9.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 9.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 9.3 The Successful Tenderer shall provide all required insurance to the CITY no later than 10 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 16.

10 COMMENCEMENT AND COMPLETION OF WORK

- 10.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the City and shall complete the Work by the dates specified in the Contract, **November 28, 2026**.
- 10.2 The City reserves the right to adjust work priorities and locations throughout the contract term based on operational requirements.

11 SITE CONDITIONS

- 11.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:

- a) the nature of the Work.
 - b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions.
 - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work.
 - d) comply with applicable environmental regulations
 - e) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work, prevent sediment from entering watercourses and culverts. Environmental damage caused by operations to be repaired and reinstated to original state. The Contractor shall immediately notify the City of any environmental incident, spill, fuel release, erosion failure, or damage to a watercourse.
 - f) roadway will be cleaned of debris immediately keeping roadway safe for vehicle and pedestrian traffic.
 - g) work site units are measured in km by measurements used on the City GIS measuring tool.
 - h) the magnitude of the work required to execute and complete the Work.
- 11.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The CITY is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The CITY and the CITY's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.
- 11.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the CITY nor the CITY's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the CITY, the CITY's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the CITY, the CITY's Consultants or their representatives.

12 PRIME COST AND CONTINGENCY SUMS

- 12.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

- 12.2 The Tenderer shall include all its unit pricing to include, labor, equipment, traffic control, mobilization, fuel costs.

13 PERMITS AND INSPECTIONS

- 13.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

14 SUCCESSFUL TENDERER

- 14.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by **Roger Wilcott, Roads Manager** of the CITY after **Roger Wilcott, Roads Manager**, has been duly and legally authorized by the CITY to send such Letter of Intent.
- 14.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide **Certificate of Insurance unless** previously provided.
- 14.3 **Within 10 working days of receipt of the Contract from the** CITY, the Successful Tenderer shall duly execute the Contract and return the Contract to the CITY.
- 14.4 Within ten (10) working days of receipt of a Letter of Intent in accordance with Article 14.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

15 TENDER EVALUATION CRITERIA

- 15.1 Tenders will be evaluated based on price, contractor qualifications, relevant experience, demonstrated ability to perform the work, past performance, compliance with the tender requirements, and any other criteria deemed relevant by the city.
- 15.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the CITY to award the Work.

16 WORKERS' COMPENSATION

- 16.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. The WSIB Clearance Certificate must be current and issued no more than fourteen (14) calendar days prior to Tender Closing.
- 16.2 The Tenderers who do not have an account with the Workers' Compensation Board-Ontario shall provide their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

16.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that

16.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and

16.3.2 the Deeming Order states that all the Tenderer's employees, directors, proprietors, partners or employees are deemed to be CITY employees for the purposes of the WCB Act while performing work for the CITY; and

16.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the CITY under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

16.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all its employees, directors, proprietors, partners or employees.

16.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 18.

17 REGISTRATION

19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Ontario and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the CITY to forthwith terminate the Contract without compensation

19.1.1 Scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the work.

18 TENDERS EXCEEDING BUDGET

18.1.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the CITY has budgeted for the Work, the CITY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the CITY, has submitted the most advantageous Tender.

18.1.2 Each Tenderer acknowledges and agrees that the CITY has the sole and unfettered discretion to employ any criteria to determine the Tender most advantageous to the CITY, that the CITY has no obligation to either disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.

18.1.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the CITY may pursue under Article 20.1 and 20.2 herein.

18.1.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the CITY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the CITY:

18.1.5 All statements made by either side during negotiation are without prejudice and confidential.

18.1.6 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

18.1.7 The CITY will not attempt to obtain a lower price for the same work that the Tenderer originally bid on but may attempt to obtain a lower price for an altered scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

19 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

19.1 N/A

20 CANADIAN FREE TRADE AGREEMENT

20.1 The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Tender.

21 ACCEPTANCE OR REJECTION OF TENDERS

21.1 As it is the purpose of the CITY to obtain the Tender most suitable and most advantageous to the interests of the CITY, and notwithstanding anything else contained within the Tender Documents, the CITY reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic.
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional.
- c) has erasures or corrections.
- d) omits a price on any one or more items in the Tender.
- e) fails to complete the information required in the Tender.
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the CITY's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the CITY's unfettered assessment of its best interest, which includes the CITY's unfettered assessment as to a Tenderer's past work performance for the CITY or for anyone else or as to a

Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the CITY's desire to reduce the number of different contractors on the location of the Work at any given time. The CITY reserves the right to negotiate after Tender Closing time with the Tenderer that the CITY deems has provided the most advantageous Tender; in no event will the CITY be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the CITY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

22 LAW AND FORUM OF TENDER

- 22.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Ontario and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Ontario and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

23 ACCEPTANCE PERIOD

- 23.1 The Tender shall be irrevocable and open for acceptance by the CITY for the period contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is defined in the Invitation to Tender.
- 23.2 The Tenderer shall be responsible for correcting deficiencies including workmanship, material and or aggregate warranty for any failed areas for a period of one (1) year following completion. Failure to maintain reasonable progress may result in the City directing schedule revisions or suspending work until deficiencies are addressed.
- 23.3 The Tenderer shall be responsible for Environmental Protection, preventing sediment, debris, fuel and oils from entering watercourses or drainage systems. Immediate spills to be reported to the Ministry of Environment MECP/ Spills Action Centre with immediate cleanup with proper disposal of contaminated excess material while complying with environmental regulations.
- 23.4 Requirements before mobilization the City and tender shall have Pre-construction meeting if required to discuss proposed work schedule with hours of work. Supervisory and Emergency contacts, along with equipment/truck list being used shall be submitted to City.

APPENDIX A -TENDER FORM

Tender Number: 3157110-26

Tender Title: 2026 Roadside Ditching and Brushing

We, _____
 (Company)
 of _____
 (Business Address)

having examined the Tender Documents as issued by the City of Kenora (the "City"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

2026 Roadside Ditching and Brushing Unit Price Tender Form			
Item	Description	Qty	Unit Price (excl. HST)
1	Ditching	per km	\$ _____
2	Brushing	per km	\$ _____

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

Declarations:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract.
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made.
- (c) We hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers.
- (d) This Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
 (Name)

 (Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____

APPENDIX B - Contractor Safety Program

Introduction

The City of Kenora is committed to the health and safety of all our employees and expects the same commitment from each contractor to their own employees.

The City of Kenora has developed this program for use by all contractors who perform work or provide services on City of Kenora premises. Contractors include all on-site service providers, construction contractors and all sub-contractors. Outside carriers, delivery, or pick-up personnel are generally not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will go beyond the routine delivery or pick-up of commodities at approved points within the City of Kenora. Outside Trainers or Consultants generally are not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide includes health and safety hazards.

This program does not cover all of the site-specific or even project-specific health and safety issues that may arise. This program is by no means meant to be all inclusive of the requirements of the *Occupational Health and Safety Act* (hereinafter referred to as the *Act*) or any other applicable legislation.

The Contractor Safety Program consists of three elements:

1. The General Workplace Safety Requirements for Contractors

This section is a compilation of the specific information that Contractors need to know before and be aware of during the performance of work for the City of Kenora in order to ensure compliance with the program. Not all information in this section applies to all contractors. It is up to individual contractors to review this section and understand the applicable sections based on the work or service that they will be providing to the City of Kenora.

2. Contractor Declaration and Documentation Requirements Checklist

Prior to performing work for the City of Kenora, all new contractors must complete the Contractor Declaration and submit the documentation required as outlined on the form to the City Representative. The declaration must be signed by a representative of the Contractor who has the authority to commit the Contractor to comply with the General Workplace Safety Requirements for Contractors.

3. **City of Kenora Contractor Orientation Checklist**

It is the Contractor's responsibility to review the General Workplace Safety Requirements for Contractors document with their employees.

Prior to commencing work, the City Representative must complete the orientation checklist with the Contractor. This session will outline the site-specific hazards, and emergency and reporting procedures.

City of Kenora

General Workplace Safety Requirements for Contractors

1. Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Act*, for the purposes of construction project work. As Constructor the Contractor will assume all of the responsibilities as set out in the *Act* and its regulations and shall enforce strict compliance therewith.
2. The Contractor must have an Occupational Health and Safety Policy and a program to implement that policy.
3. The Contractor shall ensure that work is conducted in a safe manner consistent with the intent of the *Act*, and any other Act, regulation, or by-law. Violations of any such legislation may result in the Contractor being removed from the project.
4. The Contractor shall appoint a person to supervise the work and that person shall be a *competent person*, as defined by the *Act*. The Contractor shall provide documentation to the City's Representative as evidence of the individual's competence. This could include training records or other such documentation as may be appropriate.
5. During the execution of the work, the Contractor shall ensure that:
 - a) Worker safety is given priority in planning, pricing, and performing the work.
 - b) its officers and supervisory employees have a working knowledge of the duties of a constructor and employer as defined by the *Act* and the provisions of the regulations applicable to the work, and a personal commitment to comply with them:
 - c) a copy of the most current printing of the *Act* and applicable regulations are available at the Contractor's office within the working area or, in the absence of an office, in the possession of the supervisor responsible for the performance of the work.
 - d) workers employed to carry out the work must possess the knowledge, skills, and protective devices required by law or recommended by a recognized industry association to allow them to work safely.
 - e) its supervisory employees are competent people as defined by the *Act* and they carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.
 - f) all subcontractors and their employees are properly protected from injury and illness while they are at the workplace.
6. Where required by the *Act* and its regulations, the Contractor shall register the project with the Ministry of Labour's Construction Health and Safety Branch prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site and submitted to the City's Representative before starting work on site.
7. The Contractor shall have a written emergency plan, which includes a process for addressing critical injuries, accidents, and incidents as required by sections 51, 52, and 53 of the *Act*/ The plan must be readily available. If work is on a project, the emergency plan shall be posted on site prior to any work commencement.
8. Where required, the contractor shall provide a telephone, appropriate first aid facilities, eye washing stations and any other measures required for emergency use as identified in the emergency plan.

9. The contractor shall conduct regular workplace inspections in accordance with the Act. The contractor must immediately address any preventive or corrective measures required to maintain site safety.

10. The contractor shall, throughout the course of the work, make the City's representative aware of all accidents/incidents that occur involving the contractor or the contractor's employees.

Declaration

I have received and read the "City of Kenora Contractor Safety Program". As the owner or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.

Name: _____

Signature: _____

Company Name: _____

Witness: _____

Contractor Document Requirements

The documentation required from the contractor will be dependent on the scope of the work to be performed. Prior to commencement of work the contractor will be advised as to which of the following documentation will need to be provided to the City of Kenora Representative for review. This list is not intended to be all inclusive and additional documentation may be requested at the discretion of the City of Kenora Representative.

- ☐ Contractor Safety Policy
- ☐ Certificate of Liability Insurance
- ☐ Valid WSIB Clearance Certificate
- ☐ Certificate of Personal Disability Coverage
- ☐ Supervisor's Name and Phone Number
- ☐ Contractor's List of First Aiders
- ☐ Contractor's Emergency Contact Numbers
- ☐ Training Records Supporting Competency of Supervisor
- ☐ Approved Registration Form (As per Section 5 of O. Reg. 213/91)
- ☐ Notice of Project Form if Required (As per Section 6 of O. Reg. 213/91)
- ☐ Generator Registration Number (if removing hazardous waste)

City Representative Name

Owner of the Contracted Services

Contractor Initial Orientation

Prior to any "work" being done by the contractor, an initial orientation must be held. The City Representative shall conduct this orientation. Work must never begin before the orientation has taken place and information is conveyed to all contractor employees. If all contractor employees are not present for the orientation, it is the responsibility of the Contractor Representative to convey this information to the contractor employees.

Where there is an established scope of work, location, conditions, hazards, and they will not change during a twelve-month period, then a yearly orientation can be held.

The City's Representative is to review and check off the following items with the contractor:

- ☐ Inform the contractor of the Health and Safety hazards or requirements of the area in which they will be working. The contractor site supervisor (or appropriate designate) is responsible to convey this information to all contract personnel working on the project or job.
- ☐ The City of Kenora emergency procedures and evacuation procedures as they apply to the work being performed.

City Representative Name

Contractor Name

City Representative Signature

Contractor Signature

Appendix

Internal Procedures for Hiring Contractors

The City of Kenora is committed to the health and safety of all our employees and expects the same commitment from each contractor to their own employees.

A City representative is the point of contact for the contractor while performing work for the City of Kenora.

Definitions (from the Occupational Health and Safety Act)

Competent person means a person who:

- (a) is qualified because of knowledge, training and experience to organize the work and its performance,
- (b) is familiar with this Act and the regulations that apply to the work, and
- (c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

Maintenance vs. Construction – According to the Ministry of Labour's Construction vs. Maintenance Policy, contract work is considered construction if the contract activities are mentioned in the definition of construction and are performed on objects mentioned in the definition of project. That construction activities not performed on objects mentioned in the definition of project would be considered maintenance and would be covered by the industrial regulations. For example, an alteration, repair, or dismantling performed on a building, bridge, or structure, is construction, whereas the same activities carried out on machinery or equipment would be maintenance. Similarly, structural maintenance and installations are construction, whereas routine plant maintenance is maintenance.

Constructor means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer.

Employer means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services.

Owner includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate.

Project means a construction project, whether public or private, including.

- (a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, coffer dam, conduit, sewer, water-main, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof,
- (b) the moving of a building or a structure, and
- (c) any work or undertaking, or any lands or appurtenances used in connection with construction.

Supervisor means a person who has charge of a workplace or authority over a worker.

Appendix C – Scope of Work

Normal working hours shall be between 7:00 am – 7:00 pm unless otherwise approved by the City.

The City of Kenora requires Roadside Ditching and Brushing Services to maintain safe and functional municipal roadways. In the performance of the work, the Contractor shall adhere to the Ontario Traffic Manual – Book 7 Temporary Conditions.

Coordination with Roads Manager to include minimum notice before starting work, communications with manager on issues or concerns that may occur during operations. Communications@kenora.ca to be notified of work dates, work being carried out, if required road closures for notification to residents.

Locates to be called prior to any excavation is to begin to protect all city owned and private infrastructure. Contractors will be held responsible for any damage that may occur during work operations.

The Contractor shall maintain sufficient labour, equipment, and resources to ensure satisfactory progress. Failure to maintain acceptable productivity may result in written notice from the City requiring corrective action.

1. Brushing

The brushing component of the work shall involve the mechanical or manual clearing of brushes, trees, and overhanging vegetation within the municipal road allowances. The intent of the brushing program is to:

- Improve sightlines at intersections and curves.
- Enhance overhead clearances for larger vehicles.
- Ensure roadside clearances for maintenance equipment.
- Maintain snow storage areas for winter operations.

- Improve driving safely by reducing shading, ice buildup, and drifting.

The following standards apply to brushing operations:

- Work must be performed using a mounted-type brusher or equivalent equipment with a minimum reach of ten (10) meters.
- Brushing will be carried out only on City ROW,
- Bush must be cut to a height of no more than six (6) to eight (8) inches above ground level.
- Cut brush material must be mulched or cut to a maximum length of twelve (12) to eighteen (18) inches.
- All stumps shall be mulched to near ground level where safe and feasible, except in areas where rocks or ground conditions may cause safety issues or equipment damage.
- Partial removal or raking of limbs is prohibited unless necessary to improve sightlines or vehicular clearance. If required, it should be hauled away with ditching material.
- Trees shall not be pushed over unless the entire tree is removed or mulched.
- Brushing must proceed up to existing ROW widths or fence lines where applicable, with care taken to prevent fence damage. Any damage to fences or private property is the contractor's responsibility.
- Top-down mulching operations must ensure that as much material as possible is reduced to ground level.
- The City assumes no responsibility for damage to equipment caused by rocks, debris, or other hazards on the right-of-way.
- Brushing locations will be designated by the City's Roads Manager or their designate.
- All operations must comply with Ontario Traffic Manual Book 7 traffic control requirements, including appropriate city communications, warning signage and working lights
- Brushing must be scheduled to minimize impacts if work is carried out during half-load restrictions and adverse road conditions.

2. Ditching

The ditching component of the work shall involve the excavation, cleaning, and restoration of roadside ditches to ensure proper drainage along municipal roads. Contractors shall restore positive drainage within the limits of work identified by the City, correcting pooling or inadequate flow conditions at their own expense.

The following applies to ditching operations:

- Ditch cleaning ensures unobstructed water flow, including lowering of raised shoulders if required.
- Ditch material to be hauled to City landfill during operating hours and must be scaled at the City Transfer Station for record keeping. Contractors will not be charged dumping fees. Material to be used for landfill coverage, no liquids will be accepted in any loads to landfill. Arrangements with **Roads Manager** of material being hauled to coordinate with **Solid Waste Manager** of the Transfer Station scale and Landfill.
- Removal of mulching if required for sightlines to be hauled with ditching materials.
- Erosion and sediment control is needed.
- Safe traffic control setup in accordance with Ontario Traffic Manual Book 7.
- Restoration of disturbed areas, or grading.
- Debris removed from roadways where work is being carried out.

APPENDIX D

