



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

2026 Roads Surface Treatment
(the "Project")
Tender Number: **314-001-26**

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 June 4, 2026
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:
Surface Treatment of Assigned Roads.
2. The Successful Bidder shall achieve substantial performance of the Work for the Project by **Sept 30, 2026.**
3. The drawings and specifications for the Project can be obtained from Roger Wilcott, Roads Manager at rwilcott@kenora.ca.
4. All written inquiries regarding the technical aspects of the drawings and specifications for 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.
5. 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender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
314-001-26**

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for **Roads Surface Treatment** (the "Work") as more particularly set out in Appendix "C" attached to these Instructions to Tenders
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST/CDT on **June 4, 2026** ("Tender Closing"). Faxed 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, Duty 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, Duty 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 people the 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
 - Instructions to Tenderers
 - Appendix A – Tender Form
 - Appendix B – City of Kenora Contractor Safety Program
 - Appendix C – Ontario Provincial Standards;
 - OPSS.MUNI 1006
 - OPSS.MUNI 304
 - Appendix D – Draft Contract

(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 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 they are 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 TENDER DEPOSIT – NOT USED

- 9.1 N/A
- 9.2 N/A
- 9.3 N/A
- 9.4 N/A

10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 10.1 The successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labor and Material Payment Bond. For the purposes of this Article, both bonds shall be referred to as the “Bonds”.
- 10.2 The performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the City against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Contract.
- 10.3 Each of the Bonds are to be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the City in the amount of 50% of the contract price.

- 10.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period defined in the Contract.
- 10.5 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the City.
- 10.6 The City may consider alternate forms of Security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes the City to consider and obtain the City's approval prior to submitting a Tender.
- 10.7 The Successful Tenderer shall provide all required Bonds to the City no later than 10 working days after receipt of the letter of Intent from the City provided in accordance with article 16.
- 10.8 The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.
- 10.9 No payment shall be made by the City to the Successful Tenderer for any of the Work performed by the Successful Tenderer until the required Bonds have been provided.

11 INSURANCE

- 11.1 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.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 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.

12 COMMENCEMENT AND COMPLETION OF WORK

- 12.1 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 September **30, 2026**

13 SITE CONDITIONS

- 13.1 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) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - e) the magnitude of the work required to execute and complete the Work.
- 13.2 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.
- 13.3 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.

14 PRIME COST AND CONTINGENCY SUMS

- 14.1 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.
- 14.2 The City shall retain a statutory 10% holdback in accordance with applicable legislation.

15 PERMITS AND INSPECTIONS

- 15.1 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.

16 SUCCESSFUL TENDERER

- 16.1 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.
- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
- 16.2.1 N/A
- 16.2.2 N/A
- 16.3 N/A
- 16.4 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.
- 16.5 Within ten (10) working days of receipt of a Letter of Intent in accordance with Article 16.1, 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.
- 16.6 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 points in respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows.

17 TENDER EVALUATION CRITERIA

- 17.1 Each Tender will be evaluated based on price, experience, equipment availability, and past municipal work.
- 17.2 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.

18 WORKERS' COMPENSATION

- 18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 18.2 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.
- 18.3 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
- 18.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
- 18.3.2 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
- 18.3.3 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.
- 18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.
- 18.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 18.

19 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.

20 TENDERS EXCEEDING BUDGET

- 20.1 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.

20.2 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 or employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.

20.3 By submitting its Tender, each Tenderer waives it's 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.

20.4 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:

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

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

20.4.3 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.

21 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT – NOT USED

21.1 N/A

21.2 N/A

21.3 N/A

21.4 N/A

21.5 N/A

22 CANADIAN FREE TRADE AGREEMENT

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

23 ACCEPTANCE OR REJECTION OF TENDERS

23.1 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.

24 LAW AND FORUM OF TENDER

24.1 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.

25 ACCEPTANCE PERIOD

25.1 The Tenderer 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.

25.2 The Tenderer shall be responsible for correcting deficiencies including aggregate loss, bleeding, streaking, incomplete coverage, and failed areas for a period of one (1) year following completion.

25.3 The Tenderer shall be responsible for cleanup and site protection requirements. Excess aggregate removed from travelled lanes, intersection, driveways. If required, the Tender shall be responsible to protect valves, catch basins, driveways, and adjacent infrastructure immediately following operations.

25.4 Requirements before mobilization the City and tender shall have Pre-construction meeting to discuss work schedule with hours of work. Emergency contacts shall be submitted to City, weather restrictions and Traffic Control plan in accordance with Ontario Traffic Manual.

25.5 The Tenderer shall confirm anticipated start dates two (2) weeks prior to commencing work to allow the City to be following the Provincial signage requirements to allow time for installation of signage.

APPENDIX A – TENDER FORM

Tender Number: 314-001-26 Surface Treatment
 Tender Title:

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 a Contract to perform the Work required by the Tender Documents for rates specified in the tables below. Rates are 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.

314-001-26 Surface Treatment Tender Bid Form - Unit Price					
Item	Description	Est. Quantity		Unit Price	Total
Schedule A - 2026 Surface Treatment Single application (SA) Double application (DA)					
1	Surface Treatment (Double Application)	17,178	m ²	\$ _____	\$ _____
2	Surface Treatment (Single Application)	1,454	m ²	\$ _____	\$ _____
3	Class II aggregate (chips)	436	MT	\$ _____	\$ _____
SUBTOTAL PRICE				\$ _____	
HST				\$ _____	
TOTAL PRICING				\$ _____	

Tender Sum written in words, less HST:

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.

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 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 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 Labor'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 wash 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 for conveying 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

Contractor Safety Program - 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 Labor’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 and Specifications:

Scope of Work:

The Contractor shall apply a double application of Hard Surface Treatment to work locations assigned on Essex Road and Beauty Bay Road. The total area of application is estimated to be m².

The Contractor shall supply and place Class II granular chips for the surface treatment operation. The City will provide one grader and operator to assist with roadway preparation and granular shaping as required at an approximate thickness of 4mm per layer of surface treatment application. The estimated quantity of granular material required to be supplied and place is Metric Tons. The contractor shall provide all equipment necessary to complete the Work including calibrated distributors, aggregate spreaders

The city will scarify and prep the road surface prior to contractor gravel placement and surface treatment applications. The contractor shall coordinate scheduling with the City to ensure roadway conditions are suitable prior to commencing treatment operations.

The Contractor shall provide Copies of material tickets, binder delivery slips, calibration records, temperature tracking.

The Contractor will not exceed the quantities above without written approval from the City.

Specifications:

Attached
hereto.



