



The Municipality of Oliver Paipoonge
3250 Hwy 130
Rosslyn, ON P7K 0B1
Phone: (807) 935-2613
Fax: (807) 935-2161

Expression of Interest No. 02-2019 Equipment Rentals

BACKGROUND:

From time to time the Municipality of Oliver Paipoonge requires the rental of various types of small and heavy equipment for special projects or additional work. The Public Works Department wished to compile a master list of companies and owner/operators within the local Thunder Bay area who provide equipment rentals with competent operators. The list will include detailed information with respect to type of equipment, size, price, float rate and contact information. When a rental is required the list will be referred to as needed dependent on the type of the project or work. As this Expression of Interest is issued once a year for the purpose of updating our information all contractors must submit an Expression of Interest each year.

TERMS AND CONDITIONS:

1. Companies and owner/operators, if called for a rental that includes an operator, prior to starting work, must provide the following documentation to the Municipality:
 - i) proof that the Contractor carries a minimum of \$5,000,000 liability insurance;
 - ii) either a Workplace Safety and Insurance Board (WSIB) Clearance Certificate, or proof that the worker is an independent operator and does not require WSIB;
 - iii) undertakings to comply with the Municipality's Policies on Contractor Health and Safety and Environmental Protection;
 - iv) an undertaking of compliance with Ontario Regulation 429/07 – Accessibility Standards for Customer Services Section 6, Training, made under the *Accessibility for Ontarians with Disabilities Act, 2005*; and
 - v) a valid HST registration number (if an HST registrant).

2. In submitting information and providing an equipment rental to the Municipality, the company or owner/operator (the Contractor) agrees to indemnify the Municipality against any and all claims by any person for payment for damages arising from any action of failure to act on the part of the Contractor in the course of the Contractor executing his duties and obligations for the rental.
3. All submissions to the Municipality become the property of the Municipality and as such, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The Municipality will not use/disclose the information provided, without proper authorization and will keep the information in a physically secure location to which access is given only to staff requiring access.

QUESTIONS:

Questions about this Expression of Interest may be directed to:

Laura Gibson, Finance Assistant
Phone: 807-935-2613 ext. 225
Email: laura.gibson@oliverpaipoonge.on.ca

SUBMITTING AN EXPRESSION OF INTEREST:

If you have equipment for rent and would like to be included on an Equipment Rental List, and agree to the above terms, please complete the attached Equipment and Pricing Details Information Form, Contractor Health and Safety Form, Environmental Protection Form and Accessible Standards for Customer Service Form and forward to the Municipality via personal delivery, mail, fax or email it to the Municipality prior to the closing date and time at:

Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn, ON P7K 0B1

Fax: 807-935-2161

Email: laura.gibson@oliverpaipoonge.on.ca

Closing Date and Time: February 12, 2019, 4:30 pm local time

RESPONSES WILL NOT BE OPENED IN PUBLIC.

Equipment & Pricing Details

	Equipment Description	# of Equip.	Size/Weight	Price (state per hour/flat rate, etc.)	Other (i.e. float fee, other fees)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

Contact Information

	Name/Title	Phone/Cell Number(s)	Fax Number(s)	Email
1				
2				

HST Registration No. _____



UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON CONTRACTOR SAFETY

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.

- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry (ies).
 - (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.
- (b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the validity of the above signatures.

Print Name



UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON ENVIRONMENTAL PROTECTION

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1.1 INTENT

This Section covers the work for the protection of the environment during construction.

The provisions of this Section are in addition to the provisions of other Sections of this Contract.

1.2 SITE WORKING AREAS

Confine operations to limits of the site working area shown on Drawings.

Provide access roads to the site working area and on the site in locations shown or otherwise acceptable to the Contract Administrator.

Install fencing suitable to the Engineer to clearly define the working limits to the site working area, haul routes, parking areas, access routes and maintenance areas to ensure all activity is confined to these areas.

1.3 CODES AND STANDARDS

The Contractor shall follow the "Environmental Construction Guidelines" for Municipal, Road, Sewage and Water Projects; 1987 by the Municipal Engineers Association. These Guidelines recommend construction procedures that are considered to be sound environmental practice for the following areas of concern:

- a) Construction Works Yard and Access Routes
- b) Equipment Fueling, Maintenance and Storage
- c) Mud, Dust and Particulate Control
- d) Noise and Vibration Control
- e) Drilling and Blasting

- f) Protection of Land Features and Vegetation
- g) Clearing Right-of-Way/Disposal of Excess Material
- h) Site Drainage and Erosion Control
- i) De-watering
- j) Water Crossings and Construction through Sensitive Areas
- k) Groundwater and Well
- l) Hydrostatic Testing and Disinfection
- m) Site Restoration

1.4 PERMITS

Prior to doing any work on the shoreline or in the water body the Contractor must first apply for and receive a work permit from the Ministry of Natural Resources.

1.5 CONSTRUCTION PRACTICES

Notwithstanding the above general concerns, the following environmental construction practices are specific to this Contract:

- a) No channel construction or work shall be carried out that will interfere with the migration of fish.
- b) Control measures shall be provided to prevent silt-laden water from entering natural watercourses.
- c) The velocity of discharge water shall be controlled to prevent unnecessary disturbance of natural watercourses.
- d) All equipment maintenance and refueling shall be carried out so as to prevent the entry of petroleum products into the ground or watercourses at all times.
- e) The Contractor shall ensure the immediate availability of the products with which to effect temporary repair to broken pipelines and other services so the spill or other emission of a pollutant is immediately controlled and stopped and to mitigate the damages.
- f) Maintain temporary erosion and pollution control features installed under this contract.
- g) Control noise emission from equipment and plant to local authorities' noise emission requirements.
- h) Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.6 ARCHAEOLOGY

During the performance of the work, have regard to the requirements of the Ontario Heritage Act, RSO 1980, Chapter 59, and the Cemeteries Act; RSO 1980, Chapter 337.

If any archaeological and historical resources are discovered during the performance of the work, the performance of the work in the area of the discovery is to halt. Notify the Ministry of Citizenship, Culture and Recreation, Archaeology & Heritage Planning Branch, for an assessment of the discovery. Do not resume work in the area of the discovery until cleared to do so by the Ministry.

If the Work is delayed by archaeological discoveries or the Contractor is required to assist in an archaeological investigation, compensation will be paid the Contractor in accordance with the General Conditions.

1.7 SITE RESTORATION

In general, the Contractor shall restore the site to conditions equal to or, if specified elsewhere, to a condition better than existing conditions.

The Contractor shall restore lands outside of the limits of the Work which are disturbed by the Work to their original condition.

1.8 SPILLS REPORTING

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission of who causes or permits it must forthwith notify:

- a) the Ministry of Environment (Tel. 1-800-268-6060);
- b) the municipality or the regional municipality within the boundaries of which the spill occurred;
- c) the owner of the pollutant, if known;
- d) the person having control of the pollutant, if known; and
- e) the Contract Administrator of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.

1.9 CONTINGENCY PLAN

Prior to commencing construction, the Contractor shall prepare a contingency plan for the control and clean up of a spill. The Contractor shall submit for the Contract Administrator's review and the review of other responsible Parties a copy of the Contingency Plan and make appropriate changes to it based on review comments

received. The plans shall be reviewed at the pre-construction meeting. The contingency plan shall include:

- a) the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- b) the names and the telephone numbers of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to emergency situations;
- c) the names and the telephone numbers of the companies experienced in the control and cleanup of hazardous materials that would be called upon in an emergency involving a spill;
- d) the Contractor's proposal for the immediate containment and control of the spill, the cleanup procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and
- e) the name and the office and home telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the contingency plan.

1.10 DISPOSAL OF WASTES

1. Fires and burning of rubbish on site are not permitted.
2. Do not bury rubbish and waste materials on site unless approved by the Contract Administrator.
3. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.11 SITE CLEARING AND PLANT PROTECTION

1. Protect trees and plants on site and adjacent properties where indicated.
2. Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
3. Minimize stripping of topsoil and vegetation.
4. Restrict tree removal to areas indicated or designated by Contract Administrator.

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the
validity of the above signatures.

Print Name



**ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005
COMPLIANCE FORM FOR CONTRACTORS**

**ONTARIO REGULATION 429/07
(Accessibility Standards For Customer Services Section 6, Training)**

Contracting Party: _____

Address: _____

Location of work being provided to the Municipality:

Various locations

Work being performed for the Municipality:

Equipment rental with an operator

Anticipated duration of the contract or services being provided:

Varied, as required

I have the authority to bind the contracting party and I verify that our company meets the requirements of the Accessibility For Customer Service Regulation 429/07, Section 6; Training For Staff and will continue to meet these requirements for the duration of the contract or services being provided to the Municipality.

Signature: _____

Title: _____

Date: _____

Please submit to the Municipality prior to beginning of any contract work for the Municipality



THE MUNICIPALITY OF OLIVER PAIPOONGE

3250 Highway 130
 Rosslyn, ON, P7K 0B1
 Telephone: (807) 935-2613 ext. 225
 Fax: (807) 935-2161

REQUEST FOR BIDDER INFORMATION

Complete and fax or email this form if you are interested in submitting a response to a Tender/Proposal and have downloaded the tender/proposal document from the municipal website. This will help us keep you apprised of any addenda or updates that may be issued.

FAX: (807) 935-2161 Email: laura.gibson@oliverpaipoonge.on.ca

NOTE: It is the responsibility of the Bidder to check the Municipal Website for any addenda or updates prior to submitting a bid.

Tender No.	
Description of Tender	
Business Name	
Contact Name	
Address	Street Number and Name:
	City:
	Postal Code:
Phone	
Fax	
Email Address	
Preferred method to receive addenda	Check one: <input type="checkbox"/> fax <input type="checkbox"/> e-mail

www.oliverpaipoonge.ca/tenders