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Agence de foresterie du parc Algonquin

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June 9, 2016

INVITATION TO QUOTE 2016 Mechanical Site Preparation Project - ALGONQUIN PARK

The Algonquin Forestry Authority (AFA) requires mechanical site preparation of approximately 350 hectares to remove mid-storey competition and expose mineral soil in preparation for planting of trees. Contractors are invited to submit a written quotation on a cost-per-hectare basis, per project area, as displayed below as well as an hourly rate-per-productive hour. Access is by forest access road requiring four-wheel drive vehicles. Areas are estimates based on preliminary field work. Final areas, laid out and measured with use of GPS units, will be provided before commencing the work. It is anticipated that additional area may be available and will be offered to the successful contractor awarded work in adjacent areas at equivalent rates.

Maps of all areas are available upon request.

Mechanical Site Preparation 2016					
Area Name – Brief Description	Work Dates	Estimated Ha.	Equipment (Machinery) Proposed	Rate/Ha.	Rate/Hour
Crooked Chute (KM. 52 Achray)	June 27 to Sept 15, 2016	220		\$	\$
White Partridge (KM. 67 Achray Rd.)	June 27 to Sept 15, 2016	130		\$	\$

Requirements:

The contractor must be an established forest management contractor with a formed company. The contractor will supply all labour, supervision, equipment, floating of equipment and supplies. A brief contract proposal is to be submitted with the quote outlining:

- Relevant experience
- Company track record, with references
- Proposed work dates and timelines
- Equipment to be used
- GPS capabilities (if applicable)

The contractor will be required to enter into a contract, requiring coverage from the Workplace Safety and Insurance Board, public liability and damage insurance coverage of \$2,000,000 per occurrence and commit to meeting the requirements of AFA's Environmental and Sustainable Forest Management Systems. A sample of pertinent contract details is attached. Additional requirements may be included in the final contract.

All contractors must abide by the Fire Prevention and Suppression Plan as per the Annual Work Schedule and must monitor and adhere to the Modifying Industrial Operations Protocol. Fire equipment readily available to crews required as per the Annual Work Schedule is as follows:

- One ABC fire extinguisher (minimum 225g dry chemical) for each chainsaw or brushsaw.
- One serviceable pack pump per machine for operations with up to 5 machines
- Greater than five machines require an equipment cache in addition to the pack pumps

Quotes:

Quotes will be accepted on a cost-per-hectare basis or a cost-per-productive hour. The lowest, or any price, is not necessarily accepted. Please specify the specific jobs you are quoting on.

Only quotations received prior to the closing date and time will be accepted. Quotes should preferably be e-mailed to tenders@algonquinforestry.on.ca, or delivered to the AFA Pembroke office in a sealed envelope clearly marked "Mechanical Site Preparation Project". E-mails to other addresses, as well as faxes and verbal quotations will **NOT** be accepted.

The closing time and date for submitting quotes is 4:00 p.m. on Friday, June 24, 2016.

Forward quotations to: tenders@algonquinforestry.on.ca

PLEASE NOTE:

- Please refer any questions to Tracey Bradley in Pembroke at tracey.bradley@algonquinforestry.on.ca
- If no reply is received, AFA will assume the contractor wishes their name be removed from the contractors list.
- There will be a site viewing on **June 15, 2016** for those who wish to see the different areas and ask questions in the field.

Yours truly,

Jeff Leavey,
General Manager

CONTRACTOR AGREEMENT for Equipment Rental/Service for 2016 - 2017

THIS AGREEMENT made in duplicate this _____ day of _____, 2016.

BETWEEN:

ALGONQUIN FORESTRY AUTHORITY, an agency of the Crown of the Province of Ontario having its head office in the Town of Huntsville in the District Municipality of Muskoka (hereinafter referred to as "AFA");

THE PARTY OF THE FIRST PART

-and-

(hereinafter referred to as "**The Contractor**");

THE PARTY OF THE SECOND PART

WHEREAS The Algonquin Forestry Authority was created under the provisions of The Algonquin Forestry Authority Act, 1990, as amended, to manage the forests of Algonquin Park.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained, the payments to be made by AFA to **The Contractor** as hereinafter set forth and other good and valuable consideration the parties hereto do mutually covenant and agree as follows:

1. **The Contractor** shall supply to AFA's job site the following equipment at rates shown which include operator, fuel, lubricants, repairs, insurance and other ownership costs:

TYPE OF EQUIPMENT	
Make & Model #	Rate

EXCLUSIVE of Harmonized Sales Tax for the period commencing _____, 2016 to March 31, 2017 to perform the work specified below.

Description of work:

Site preparation work in Algonquin Park as directed by the AFA Supervisor. Site prep will be monitored to ensure production and quality is to standard. If it does not meet production or quality standards as deemed by the AFA supervisor work may be terminated. All hourly work is to be paid based on the number of productive hours carrying out the treatments (commuting, equipment maintenance, breaks, etc. are not eligible for payment). On a weekly basis, respective AFA and Contractor field representatives will jointly sign a record of actual productive hours eligible for payment.

at the following job site(s):

White Partridge road and Crooked Chute road as indicated in attached maps, other roads as assigned

or as directed by the AFA Supervisor or Manager of Operations

and **The Contractor** shall:

- a) Carry out all operations in accordance with the AFA's Environmental and Sustainable Forest Management Systems and with the directives from time to time of the AFA.
- b) Provide complete and reasonable supervision for all of **The Contractor's** personnel working under the provisions of this agreement and in accordance with procedures prescribed by the Ministry of Natural Resources and Forestry in compliance with:
 - (i) Crown Forest Sustainability Act and all regulations thereunder
 - (ii) The Algonquin Provincial Park Management Plan
 - (iii) The approved Forest Management Plan for Algonquin Park, including Section *Conditions on Regular Operations* and Appendix 8.12.2 *Standard Operating Conditions*.
 - (iv) The specific provisions of the Crown cutting approval
 - (v) Provide necessary data re: Park travel regulations.
 - (vi) Public Lands Act
 - (vii) Lakes and Rivers Improvement Act
- c) Conduct its operations in conformity with the Forest Fires Prevention Act and Regulations and will make all reasonable effort to prevent occurrence of fires and to extinguish any fires occurring for any reason. **The Contractor** will maintain in good working order, readily available on work sites, all fire prevention equipment as specified in the Annual Work Schedule.
- d) Co-operate with the AFA to promote good housekeeping practices to ensure protection of the environment of Algonquin Park and to maintain its natural beauty.
- e) Collect all oil, fuel and lubricants resulting from maintenance of equipment and remove it in a safe manner from Algonquin Park and concentration yards at **The Contractor's** expense. Equipment failures resulting in spilled fuel and lubricants on the ground will require the soil containing the contaminant, be removed in a safe manner from Algonquin Park and concentration yards at **The Contractor's** expense.
- f) Repair, at **the Contractor's** expense, any injury or damage caused to the natural environment by any contaminant discharged into said environment arising from an occurrence occasioned, whether in whole or in part, whether directly or indirectly by any act, omission, fault, default, or negligence of **The Contractor** or those for whom it is in law responsible.
- g) If required, request permission for the use of portable trailers or recreational vehicles for accommodation. It is the responsibility of **The Contractor** to comply with direction contained in the current Forest Management Plan, including *Temporary Trailer Sites* within Appendix 8.12.2 *Standard Operating Conditions*.

- h) Ensure the safe condition of all equipment and safe working habits of employees, in compliance with the Occupational Health and Safety Act and regulations thereunder - refer to Industrial Establishment Regulation 851 and Ontario Regulation 213/91 for Construction Projects.
 - i) Maintain a daily time record of equipment supplied under this agreement and submit the same weekly, to the AFA representative on the job site for his approval in writing to substantiate **The Contractor's** invoices.
 - j) Prior to the date on which the above described equipment is to be supplied, provide a copy of the Clearance Certificate from the Workplace Safety & Insurance Board confirming that **The Contractor's** account is in good standing (both copies to be affixed to Purchasing copy of agreement).
 - k) Ensure that all people employed on their operation will have WSIB coverage or equivalent private insurance at all times. **The Contractor** will maintain a file containing private insurance confirmation and will ensure that the AFA has valid WSIB clearance certification throughout the term of the contract.
 - l) During the entire term of this agreement and any renewal or extension of it, make all necessary payroll deductions and remittances on behalf of equipment operators pursuant to the Income Tax Act, the Canada Pension Plan, the Employment Insurance Act, Workplace Safety and Insurance and all other deductions required by law.
 - m) Promptly pay from time to time when earned, all wages so there can be no claims for lien under any legislation, including without limitation, the Construction Lien Act or the Forestry Workers Lien for Wages Act and produce to AFA whenever requested, good and sufficient evidence that all earned wages have been paid.
 - n) Accept all risks arising or pertaining to the ownership, possession, use or operation of the above described equipment or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly, by any act, omission, default, or negligence of **The Contractor** or those for whom it is in law responsible. Any equipment left unattended at the job site or elsewhere by **The Contractor** or those for whom it is in law responsible shall be left at the sole risk of **The Contractor**.
 - o) Indemnify and save harmless AFA from any and all fines, assessments, claims, demands, actions, losses, or property damage arising directly or indirectly from the ownership, possession, use or operation of the above described equipment or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly by any act omission, fault, default, or negligence of **The Contractor** or those for whom it is in law responsible. In case AFA, through no fault of its own, shall be made a party to any litigation commenced by or against **The Contractor**, **The Contractor** shall protect and hold AFA harmless and shall pay all costs, expenses and reasonable professional and legal fees incurred by or paid by AFA in connection with such litigation. The indemnities contained herein shall not be prejudiced by and shall survive the termination of this agreement.
 - p) During the entire term of this agreement and any renewal or extension of it, take out and keep in force and effect such comprehensive General Liability Insurance coverage as will protect AFA and **The Contractor** from claims from damages for personal injury, including death and damage to Property, which may arise from **The Contractor's** operation under this agreement. The general liability insurance shall have a minimum limit of \$2,000,000 and shall be issued in joint names of **The Contractor** and AFA or included AFA as an additional insured.
2. **The Contractor** represents and warrants that the equipment to be supplied is suitable for the purpose or use intended and shall be kept in good and efficient working order and repair at the expense of **The Contractor**. **The Contractor** further represents and warrants that the operator supplied by **The Contractor** will be competent to operate the equipment for the purpose or use intended.

3. **AFA shall:**

- a) Forthwith prepare and submit to the Minister of Natural Resources and Forestry the Annual Work Schedule required by the Crown Forest Sustainability Act to cover forestry operations of **The Contractor**.
 - b) Pay **The Contractor** bi-weekly on receipt of **The Contractor**'s invoices at AFA's Huntsville office provided such invoices are supported by daily time records approved by the AFA representative on the job site, provided further, however, where in the opinion of AFA, the equipment is being supplied in connection with an improvement as defined in the Construction Lien Act (the "Act"), AFA shall retain a holdback pursuant to the provisions of the Act. In the event that AFA receives written notice of any claim for lien under the Act, AFA shall be entitled to retain in addition to such holdbacks an amount sufficient to satisfy the lien. After the improvement has been totally completed for 46 days and no notice of lien has been received AFA shall pay to **The Contractor** any holdbacks retained by AFA.
4. AFA, its servants or agents, shall be entitled at any time to inspect the operations of **The Contractor** for the purpose of determining its compliance with any statute or regulation, or the requirements of this agreement.

This agreement may be terminated by AFA immediately on notice to **The Contractor** where **The Contractor** is in default of any provision of this Agreement.

5. This agreement embodies the entire agreement of the parties with regard to the matters herein, and no other agreement shall be deemed to exist except as entered into writing by both parties to this agreement.

The Contractor shall not assign this agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this agreement without the prior written consent of AFA.

- 6. This agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

In the Presence of:

ALGONQUIN FORESTRY AUTHORITY

Witness: _____

PER: _____

PER: _____

THE CONTRACTOR

Witness: _____

PER: _____