

Township of Edwardsburgh Cardinal

Public Works Department



Arboricultural Services

Request for Quotation (RFQ) EC-PW-24-08

Issued: Tuesday July 2, 2024

Township of Edwardsburgh/Cardinal
18 Centre Street, P.O. Box 129
Spencerville ON K0E 1X0
Tel No. (613) 658-3055
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RFQ No. EC-PW-24-08 Arboricultural Services

Project Overview

The Township of Edwardsburgh Cardinal is seeking quotes from qualified arboricultural contractors to provide tree removal and arboricultural along roadsides in the Township. The priority areas are all located in the Village of Johnstown as listed in Schedule B.

The successful contractor will supply all labor, supervision, equipment, materials, and supplies necessary for the execution of this work in a timely and efficient manner.

Site Meeting

A site meeting will be held on Friday July 5, 2024 at 10:00am. The gathering location for the start of the meeting will be the parking lot at 24 Sutton Drive (Johnstown Community Hall). Representatives from SNCA and Township will be present.

Contractors shall examine the locations of the proposed work and determine each in their own way, the difficulties which may be encountered in the execution of the work. No additional claims for compensation will be considered due to unknown conditions, other than those specified in the specifications.

Submission of Quotation

Quotations will be received until **2:00 pm (local time) on July 12, 2024**. Quotations can be emailed to Dave Grant, Director of Operations at dsgrant@twpec.ca

General Description of Work

The Work consists of the removal of marked trees adjacent to traveled roadways. All trees have been marked for removal in the field with red tree marking paint. A list of each tree designated for removal by species and diameter is provided in Schedule B

General Removal Specifications

1. Removals will include topping and other operations necessary to safely remove the assigned trees. Method of removal for each tree to be completed in a manner that protects and enhances the surrounding trees and infrastructure.
2. Stumps are to be ground below grade and covered with topsoil.
3. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree removal.

al operations. The work site is to be left equal to or cleaner than pre-work conditions.

4. Stockpiling of stems , limbs or woody debris will not be permitted.
5. Any damage to landscaped areas or infrastructure will be repaired at contractor's expense. Contractor shall be responsible for re-grading, loosening of compacted soil, repair of access ways and any damage to turf /grounds within the work area of the road right-of-way or adjacent private lands.
6. Tree parts dropped or lowered from trees are to be kept off private property.
7. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.
8. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Township and is coordinated with the appropriate departments. The Contractor is responsible for any Municipal permits required for temporary road closures, access, etc.

Regulations

The Contractor shall abide by all applicable Provincial and Federal Statutes and regulations, including the Occupational Health and Safety Act of Ontario, the Employment Standards Act, Industrial Standards Act, and any other legislation that may be relevant to the proper performance of the work.

Payment

The lump sum payment upon completion shall be considered compensation in full for performance of the work specified and for the supply of all labor, equipment and material (except as otherwise provided) necessary to complete the work to the satisfaction of the Manager of Public Works.

Payment will be made within 30 days of receipt of the approved invoice.

Taxes

Harmonized Sales Tax (HST) shall be **in addition to** the Lump sum price(s). HST shall be **shown separately** on the invoice, and will be paid to the Contractor in addition to the amount certified for payment.

Successful Bidder Documentation

Prior to project work commencing, the following information is required:

- Clearance from the **Workplace Safety and Insurance Board (WSIB)**;
- **Proof of General Liability Insurance** in the amount of **\$2,000,000**;
- **Proof of Vehicle Liability Insurance** in the amount of **\$2,000,000**;
- **Completed and Signed Form of Agreement.**

Important Dates/Schedule

- **Quotation Closing:** 2:00pm local time on Friday July 12, 2024
- **Anticipated Quotation Award:** Monday July 15, 2024
- **Project Completion:** Friday August 16, 2024

Understanding of Work Requirements

It is the responsibility of each bidder to satisfy themselves with respect to the physical conditions and/or constraints of the work area. Moreover, it is incumbent upon the bidder to read the Quotation documents thoroughly, and to ensure that they fully understand the provisions contained therein.

Questions or concerns about the Quotation process or the work provisions should be directed to:

Dave Grant
Director of Operations
Email: dsgrant@twpec.ca
Phone: 613 658 3001 x 5

Note: The Corporation of the Township of Edwardsburgh Cardinal reserves the right to accept or reject all or part of any quotation and also reserves the right to accept other than the lowest quotation and to cancel this Request for Quotation at any time.

**RFQ No. EC-PW-24-08
Arboricultural Services
Form of Quotation**

Contractor Information

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Name of Authorized Official: _____

Email Address: _____

I/We have read the Quotation Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

Area # 1: 54 Trees - Johnstown (Sophia, Sutton, Fifth and Second Streets)
Trees numbered 1 to 54

\$ _____
Area 1 Lump Sum Amount

Area 1 Lump Sum Amount in Writing

Area # 2: 37 Trees - Johnstown (Charlotte, Frederick and Burchell Streets)
Trees numbered 55 to 92 excluding 84

\$ _____
Area 2 Lump Sum Amount

Area 2 Lump Sum Amount in Writing

Name and Position

Signature

(THIS PAGE MUST BE COMPLETED AND RETURNED WITH SUBMISSION)

Schedule A

Form of Agreement

TERMS OF SERVICE AGREEMENT BETWEEN:

The “**Corporation of the Township of Edwardsburgh/Cardinal**”
(hereinafter referred to as the “**Township**”)

and

(hereinafter referred to as the “**Contractor**”)

TOWNSHIP’S OBLIGATIONS

1. The Township shall provide access to the work site at all reasonable times as may be required in the execution of the Contractor’s duties.
2. The Township shall provide instructions and information to the Contractor that may be necessary in the proper execution of duties.
3. The Township shall process payment for approved invoice within 30 days of receipt.
4. The Township may terminate this Agreement:
 - a) For failure to comply with the terms of this Agreement immediately on providing written notice of termination, or
 - b) For any other justified cause upon providing at least 10 days written notice of termination.

If termination is under paragraph (b), the Township shall pay that portion of outstanding fees owing to the Contractor as is applicable to the completion of satisfactory service prior to termination.

CONTRACTOR’S OBLIGATIONS

1. The Contractor shall provide all labor and equipment necessary to fulfill the obligations of the Contract within the terms specified.
2. The Contractor shall employ only qualified and competent persons to perform the required work, and shall ensure that said individuals are adequately trained and supervised to fulfill their work duties.

3. The Contractor shall receive and abide by all instructions from the Township that may be relevant to the proper performance of the work.
4. The Contractor shall inform the Township in writing of any problems encountered during the course of work performance, or of any relevant issues requiring the Township's attention.
5. The Contractor shall submit invoices in a timely manner, and shall provide all relevant supporting information as may be required from time to time.
6. The Contractor shall not employ the services of a sub-contractor in the performance of contractual obligations without the written consent of the Township.
7. The Contractor shall not assign his/her rights under this Agreement without prior written consent from the Township.
8. The Contractor shall not provide services to any parties that may, in the Township's reasonable opinion, give rise to a conflict of interest between the Contractor's duties to said parties and to the Township.
9. The Contractor shall abide by all applicable laws and regulations, and shall maintain all required licenses, permits, policies and coverages (i.e. WSIB, \$2,000,000 Public Liability Insurance naming the Township as an additional insured, \$2,000,000 Vehicle Liability Insurance) throughout the term of this Agreement.
10. The Contractor shall indemnify and save harmless the Township, its employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the Services.

GENERAL

1. Any unresolved disputes between the Contractor and the Township arising from this Agreement shall be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
2. Any notice contemplated by this Agreement must be in writing, and either:
 - a) Sent by fax or e-mail to the addressee's appropriate direction, as specified in this Agreement;
 - b) Delivered by hand to the addressee's place of business;
 - c) Delivered by hand to the addressee's duly authorized agent or employee;

d) Mailed by registered post to the addressee's place of business.

Signed at _____ on this _____ Day of the Month of
_____ in the Year _____.

Corporation of the Township of Edwardsburgh/Cardinal

NAME & POSITION **SIGNATURE**

Contractor

NAME & POSITION **SIGNATURE**

Schedule B – List of Trees

See Separate Attachment