

THE CORPORATION OF THE TOWN OF COBOURG



**REQUESTS FOR QUOTATION
CO-21-32 PRK
TREE SERVICES**

Rory Quigley
MANAGER –PARKS
TOWN OF COBOURG
RECREATION AND CULTURE



COBOURG

THE CORPORATION OF THE TOWN OF COBOURG

REQUEST FOR QUOTATION RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE REQUEST FOR QUOTATION.

**ALL REQUESTS FOR QUOTATIONS MUST BE RECEIVED AT:
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	CO-21-32 PRK
TENDER BID NAME:	TREE SERVICES
CLOSING DATE:	Tuesday, December 7th 2021
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

<i>LEGISLATIVE SERVICES USE ONLY</i>			
TENDER BID OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)
Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
using the appropriate label or envelope as provided in bid package."



TOWN OF COBOURG
REQUEST FOR QUOTATION TREE SERVICES
CO-21-32 PRK - TREE SERVICES

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INSTRUCTIONS TO BIDDERS

- **Invitation to Bid**

The Town of Cobourg invites bids from qualified vendors and contractors to provide the goods and/or services described or specified in the accompanying Request for Proposal, Quotation, or Tender.

- **Standard Terms and Conditions**

Bidders are instructed to read the enclosed STANDARD TERMS AND CONDITIONS and to contact the Parks & Urban Forestry Division, Eddie Cork, for clarification, if required.

- **FREEDOM OF INFORMATION AND PRIVACY ACT:**

Information collected on this Tenders Bid form is collected in accordance with the Corporation's purchasing policy and will be used to determine the successful bidder. The information contained on the Tender Bid form is considered to be public information and is available for public viewing once the public opening of the Tenders Bid documents has taken place.

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1. **GENERAL DESCRIPTION**

The objective of the Urban Forestry Program in the Town of Cobourg is to provide and ensure a safe and healthy urban forest population throughout the Town of Cobourg in all of its diversity. In so doing, the Parks Department (Urban Forestry Section) is responsible for the maintenance of all trees on, or affecting, road allowances and municipal parks and properties.

The Corporation of the Town of Cobourg invites Qualified Tree Service Contractors to submit bids for providing services as required during the period of **January 1, 2022 to December 31, 2022**, with an option by the Town of Cobourg to renew for an additional twelve (12) months thereafter.

2. **QUOTATION SUBMISSION AND CLOSING DATE**

This is a **“Sealed Quotation”**. Quotations shall be submitted on the forms provided and sealed in the accompanying return envelope, properly marked as to contents, not later than the closing date and time to:

***Town of Cobourg
Municipal Clerk
55 King Street West
Cobourg, ON K9A 2M2***

***Attention: Municipal Clerks Office
Envelope Marked: Urban Forestry Quotation***

Quotation documents will be received until **2:00 p.m., local time, December 7th 2021**

Note: Faxed or e-mailed quotations are NOT acceptable.

3. **RIGHT TO ACCEPT OR REJECT**

The Corporation reserve the right to reject any or all Quotations received, and to accept any Quotations, whether as a whole or in parts. **Therefore, the lowest or any quotation may not necessarily be accepted.**

4. **BID PRICE**

- a. Contractors shall submit labour and equipment rates (see quote sheet Section A) which shall be firm for the duration of this contract.
- b. Contractors shall submit piece rate job quotes (see quote sheet Section B) which shall remain firm for the duration of this contract.
- c. The person signing on behalf of the organization bidding must initial any overwriting or strikeouts.
- d. The bid must not be restricted by a statement added to the tender or a covering letter or alterations to the quotation form provided by the Municipality.

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5. GOVERNMENTAL REQUIREMENTS

The contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws which could in any way pertain to the work outlined in this document or employees of the contractor.

6. WORKING HOURS

- a. Work shall be performed at the request of the Town through a *“Tree Service Work Order”* between the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday inclusive, excluding holidays.
- b. In case of **“OTHER”** work (see Section ‘A’), the contractor **MAY** be required to work on an as-needed basis after regular hours and possibly on weekends and holidays.
- c. Work may be requested other than 6a) due to unusual circumstances.

7. QUALIFICATIONS

- a. All work shall be done by qualified personnel. Workers shall be licensed in their trade where required by Federal, Provincial and Municipal requirements. Only those qualified personnel listed will be permitted to work under this contract.
- b. Tree work around, or close to, hydro lines shall be performed **ONLY** by Ontario Certified Utility Arborist personnel. Any person without certification will be classified as UNQUALIFIED.
- c. The contractor shall be available for emergency calls when required. Bidders shall state their telephone numbers, names of contact persons and response time in number of hours from receipt of service call. Contractor must be on site within 1.5 hours of emergency call request. Contact Person: _____ Telephone Number: _____
- d. Only qualified personnel, listed on Appendix ‘B’, shall be employed to do the work. Any worker not acceptable to the Town because of incompetency, improper conduct, or security risk will be removed from the site of the work and replaced forthwith.
- e. Bidding is restricted to contractors with a full complement of tree service equipment and personnel to perform the work.

8. SUBMISSIONS

Bidders shall submit the following with their Quotation (Appendix ‘A’ & ‘B’):

- List of qualified personnel, including job titles and experience (i.e. arborist, tree trimmer, labourer, etc.)
- All certification held by those personnel:
 - Professional Arborist Certifications held by personnel on list
 - Proof of Utility Arborist Certification from the Ontario Government
 - Proof of First Aid Certification for personnel on list

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- Proof of Aerial Bucket Rescue Training for Aerial Operators
- Fall Arrest Training/working at high training
- List of equipment including details (i.e. model, year, capacity, etc.)
- Current Dielectric testing for listed aerial devices
- Proof of insurance coverage
- Proof of valid *Commercial Vehicle Operators Registration (CVOR)*
- Proof of Workplace Safety & Insurance coverage (Certificate of Clearance)

Proof of other Certification and/or Documents may be requested by the Town of Cobourg for the duration of the contract.

Failure to comply with the above SHALL disqualify the bid submission.

9. **LIABILITY**

The contractor shall be liable for all injuries and/or death to persons and for damage to property, caused by his/her operations and those of his/her employees and sub contractors, engaged on and off-site, and shall **indemnify and save harmless** the Town of Cobourg, from all suits and actions for damages and costs to which the Town may be put, by reason of injury or death to persons and damages to others as well as the Town, resulting from negligence, poor workmanship and materials, as well as any cause whatsoever in the performance of the work.

10. **WORKPLACE SAFETY & INSURANCE ACT**

Contractors are required to comply with all the regulations of the W.S.I.A. in respect to the contract work, and all persons employed on, or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Town of Cobourg and maintain good standing with W.S.I.B. throughout the contract period.

11. **SAFETY**

- a. The contractor, his/her workers, sub contractors and their workers, must have a good knowledge of and abide by the provisions of all legislative enactments, by-laws and regulations in regards to safety in the Province of Ontario. **Electrical Safety Code and O.H.S.A., latest revision, shall apply.**
- b. All work shall comply with all applicable safety regulations, codes, and general safe working practices in the trade.
- c. The contractor shall provide and maintain adequate barricades, warning signs, traffic cones and all reasonable protection, when required. A road work plan shall be filed with the Town when working within the Right of Way. Forms and training available from the Corporation upon request.
- d. The contractor shall obtain permission from Lakefront Utility Services Inc. when working near hydro lines.

12. **OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO**

- a. The contractor shall be responsible for compliance with all Provisions, Regulations and Orders under the **Occupational Health & Safety Act** and in addition will meet not only the minimum standards prescribed under such Act, Regulations and Orders but will also meet

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all safety standards established by industry practice or any industry associations applicable to the industry of which the contractor is part.

- b. The contractor acknowledges that the contractor's obligations relating to the **Occupational Health & Safety Act** and safety standards include the following:
- (i) an obligation to provide a safe work environment;
 - (ii) an obligation to educate and train all workers;
 - (iii) an obligation to provide its workers with written instruction for work procedures, especially for all dangerous type of work;
 - (iv) an obligation to have an Occupational Health & Safety Policy and ensure that this Health & Safety Policy is followed in the performance of all the work under the contract. It shall be an obligation of the contractor to follow its own Occupational Health & Safety Policy and provide a copy of its Health & Safety Policy to the owner as a part of the contract;
 - (v) an obligation to ensure that all of its subcontractors have an Occupational Health & Safety Policy in place, and it is followed on this project;
 - (vi) an obligation to take every reasonable precaution in the circumstance for the protection of its workers.
- c. The contractor shall also be responsible for the actions of and ensure that all subcontractors comply with the provisions of the **Occupational Health & Safety Act** and the provisions of this contract which shall also be deemed to apply to any subcontractor of the contractor.
- d. Any breach of the provisions of this agreement relating to the health and safety standards of the obligations under the **Occupational Health & Safety Act** or any Laws, Regulations or Orders made pursuant thereto shall be deemed to be a material breach under the terms of this agreement giving rise to an ability on the part of the owner to terminate the contract by the contractor for material default.
- e. The contractor indemnifies and agrees to save harmless the owner from and against all claims, costs and damages of any nature and kind whatsoever brought as a result of the breach of the obligations of the contractor hereunder of any default or negligence of the contractor hereunder or under the provision of the **Occupational Health & Safety Act** and Regulations including legal costs on a solicitor and client basis, the cost of retaining and paying for expert witness, the cost of time lost for preparation and attendance at any legal proceedings, any costs associated with defending, paying and fines or other compensations under or dealing with any charges under the **Occupational Health & Safety Act** or Regulations.

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13. **INSURANCE**

- a. The contractor shall supply a certified copy of the contractor's Certificate of Insurance, naming the Corporation of the Town of Cobourg as an additional insured:
- b. Maintain and keep in force during the term of this contract, General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract, for all claims arising from:
 - Personal injury to member of the Public
 - Damage to property of the public, including the loss of use of such property
 - The minimum limit of this insurance shall be \$5,000,000.
- c. Maintain and keep in force, *Automobile and Non-Owned Automobile Insurance* on all vehicles used in connection with the work under this contract, such insurance to carry the minimum limit of \$5,000,000.

14. **PUBLIC PROTECTION**

The contractor shall provide as per applicable Provincial Statutes and Municipal by-laws, all protection necessary for the public in the performance of this work, including the supply and erection of proper signs, barricades and adequate warning lights as may be required for the protection of the public either day or night. At all times ground crew will be alert to pedestrians who may wander into the work zone and must take all reasonable steps to prevent the possibility of injury.

15. **INVOICES**

All invoices shall show the following information:

- Purchase order number
- Invoice number
- Date and location of work
- Description of work performed
- Number of hours (labour and equipment - itemized)
- Contractor's HST registration number
- Name of Town's representative who issued the work order
- Submit invoices within 30 days of completed work

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16. CONTRACT ADMINISTRATION

This contract shall be administered by the Urban Forestry Department. The contractor shall communicate with the Urban Forestry Department with regards to price quotations, estimates, labour rates, terms and conditions, equipment and material charges, authorization to commence work, invoice discrepancies, etc.

Technical matters shall be discussed with the Urban Forestry Department, attention Eddie Cork, Town Arborist (905)372-8641 x 4369 or email ecork@cobourg.ca.

State the name of the contractor's representative(s) responsible for handling the Town's account:

Name: _____

Telephone No: _____ Fax Number: _____

17. CANCELLATION

This contract is subject to cancellation at any time with cause, by way of written notice from the Town to the contractor's business address.

Causes of cancellation include:

- Poor service, over-charging, non-compliance to Town's Policies and Procedures, violation of Terms and Conditions, poor safety practices
- The contract is also subject to cancellation without cause by way of a 60-day written notice.

18. REGISTERED BUSINESS NAME & NUMBER

Bidders are required to state their legally registered company name (Sole Proprietorship, Partnership or Corporation) on the spaces provided. **FAILURE TO COMPLY MAY RESULT IN THE DISQUALIFICATION OF THE BID SUBMISSION.**

The company name stated on the Quotation shall be the bidder's registered business name, including the registration number issued by the Ontario Ministry of Consumer and Business Services, or by Industry Canada, whichever is applicable. In any case, the bidder's name stated on the bid form shall be in accordance with the Ontario Business Name Act and the Ontario Business Corporation Act

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19. FORM OF TENDER / PROPOSAL / QUOTATION

I/We the undersigned, acknowledge the bid document, including the Terms and Conditions, Specifications, Special Conditions and Terms of Reference (if applicable), and agree to provide the supply and delivery of the good and services specified, at the prices stated on the Price Schedule(s) prior to applicable tax.

Registered Business Name: _____

Registration Number: _____

Ontario Corporation Number (if applicable): _____

Business Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Contact Person: _____

Signature of Authorized Officer: _____

Name of Authorized Signing Officer (please print): _____

Title: _____

Date Signed: _____

(AFFIX CORPORATE SEAL ON THIS AREA)

Accepted on behalf of the Corporation of the Town of Cobourg:

Town of Cobourg, Municipal Clerk

Date

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PRICE SCHEDULE
SECTION 'A'

RATE QUOTE: MISCELLANEOUS (Equipment & Labour)

For all tree related work such as pruning, etc., contractors shall quote their hourly rates as follows:

1. Aerial Bucket Truck, complete with Chipper, including Driver/Operator and Labour

@ \$ _____ per regular hour \$ _____ per other hour*

Optional Year \$ _____ per regular hour \$ _____ per other hour*

Aerial Unit shall have current dielectric testing

2. Crane/HIAB, including Operator

@ \$ _____ per hour \$ _____ per other hour*

Optional Year \$ _____ per regular hour \$ _____ per other hour*

3. Chipper and Chip Dump Truck, including Operator/Driver and Labour

@ \$ _____ per hour \$ _____ per other hour*

Optional Year \$ _____ per regular hour \$ _____ per other hour*

4. Tree Stump Grinder, including Operator and Labour

@ \$ _____ per hour \$ _____ per other hour*

Optional Year \$ _____ per regular hour \$ _____ per other hour*

5. Tractor-Front End Loader, including Operator

@ \$ _____ per hour \$ _____ per other hour*

Optional Year \$ _____ per regular hour \$ _____ per other hour*

ALL rates quoted are to be “prior to applicable taxes”

* Note - ‘other hour’ is defined as any hour other than between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive

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SECTION 'A' cont.

Labour as follows:

(all incl. power tools, i.e. chain saws & hand tools)	Regular time Monday-Friday 7 a.m. - 5 p.m.	Other (than Regular)
Tree Climber	per hr.	per hr.
Arborist/Worker	per hr.	per hr.
Labourer	per hr.	per hr.
Other (specify)	per hr.	per hr.
	per hr.	per hr.
	per hr.	per hr.

Optional Year December 1, 2022 – December 1, 2023

(all incl. power tools, i.e. chain saws & hand tools)	Regular time Monday-Friday 7 a.m. - 5 p.m.	Other (than Regular)
Tree Climber	per hr.	per hr.
Arborist/Worker	per hr.	per hr.
Labourer	per hr.	per hr.
Other (specify)	per hr.	per hr.
	per hr.	per hr.
	per hr.	per hr.

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SPECIFICATIONS

A. GENERAL

Scope

The Contractor shall provide all labour, equipment, materials and supervision for the complete removal of dead, damaged and diseased trees and stumps, as well as tree pruning, as required by the Parks Department. A representative of the Town may direct the contractor during the performance of the work.

Commencement

The Contractor shall commence the work on December 1, 2021 or as directed by the Town Arborist, and follow instructions as notified through a “*Tree Service Work Order*” issued by the Town Arborist. As trees are added to the list, the Contractor will be notified for the next twelve (12) month period. In the case of after hours the Contractor will be at the site within two (2) hours.

Standards and Quality of Work

All work shall conform to acceptable Arboriculture practices. The Town Arborist, or their designate, shall be the judge of the quality of work, and therefore its acceptability. The Town of Cobourg will inspect the completed work to ensure and confirm satisfactory performance, prior to authorizing payment. The Town also reserves the right to recall the contractor to correct any work deemed necessary, at no additional cost to the Town.

Equipment

All equipment shall be maintained in good operation. The contractor shall submit with each Quotation, a description of the equipment proposed for the performance of this work, listing therein equipment size and type, and the number of units available.

Field Operations

All operations shall be performed in a safe manner, with due consideration for the property of the Corporation and the Public.

B. TREE PRUNING

1. Work Description

Unless specified by the Town Arborist or designate all pruning will follow sound pruning techniques, in accordance with current best management practices.

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C. TREE REMOVALS

1. Work Description

The complete take-down of trees as directed by the Town Arborist. Removal shall include the complete elimination of tree trunks as close as possible to ground level, and shall include the removal of stumps, as required.

2. Clean-Up and Disposal

The contractor shall be responsible for the removal of all trunk sections, brush, limbs, chips, and debris from the job site, and all work areas left clean at the close of each working day. The above may be piled neatly and left overnight, providing they do not overhang sidewalks, curbs, and driveways, and obstruct or interfere with pedestrian or vehicular traffic. All debris shall be removed from the site upon completion, and the **entire working area left clean**. All chips and wood will be taken to designated location. Clean-up and disposal procedures may be adjusted at the discretion of the Town Arborist.

3. Protection of Property

The contractor shall protect existing public and private property, including sidewalks, driveways, houses, existing trees, shrubbery, lawns, hedges, retaining walls, fences, gates, utility wires, etc. Any damage to such property by his/her employees or equipment shall be reported at once to the authorized Town representative, and restored to its original condition at the contractor's expense. This work must be entirely complete to the satisfaction of the Town Arborist or their designate.

D. STUMP REMOVALS

1. Stumps shall be removed by a stumping machine, to a depth of not less than 30cm below grade.
2. All debris shall be removed from site and disposed of by the contractor, at his own expense.
3. Each hole shall be filled with approved topsoil and manually compacted. The surface shall be left slightly convex, rising at the centre of the fill to a height of approximately three (3) inches.
4. The topsoil shall be sandy loam, free of foreign debris and/or toxicants, and approved by the authorized Town representative.
5. Grass seed shall be applied to the topsoil at a rate of .25 pounds per 100 square feet, and lightly raked under.

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6. The grass seed shall be certified Canada No. 1 Lawn Mixture –50% Perennial Rye Grass, 30% Creeping Fescue and 20% Bluegrass.
7. All holes shall be left in a safe condition (i.e. placement of traffic pylons or barricades) when the contractor is not on site. Holes shall not be left open overnight or on weekends.
8. All debris shall be removed from private property (i.e. driveways, lawns) and public walkways as soon as possible after the stump has been removed, but not later than the end of each working day.
9. Town staff shall be dispatched to remedy public complaints, the cost of which is to be deducted from the amount owing the contractor.

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BIDDER'S EXPERIENCE FORM

The Bidder shall list below, completed Contracts which are similar in scope to the present Bid:

1. Date Completed:
 Value of Project:
 Customer:
 Description & Location:
 Contact Person/Title:
 Telephone Number:
 E-mail:

2. Date Completed:
 Value of Project:
 Customer:
 Description & Location:
 Contact Person/Title:
 Telephone Number:
 E-mail:

3. Date Completed:
 Value of Project:
 Customer:
 Description & Location:
 Contact Person/Title:
 Telephone Number:
 E-mail:

4. Date Completed:
 Value of Project:
 Customer:
 Description & Location:
 Contact Person/Title:
 Telephone Number:
 E-mail:

APPENDIX 'B'
QUALIFIED PERSONNEL LIST

Employee Name(s)	Arboriculture Experience (years)	Working Position in Company (Climber, Labourer, etc.)	Training Received					Professional Certification or Related Training/Education
			First Aid (Expiry Date)	Aerial Bucket	EUSA Certified (Year Comp.)	Cutter/Skidder	Fall Protection Training	