



**THE CORPORATION OF CHAMPLAIN TOWNSHIP**

**SEALED QUOTATION FOR  
Tree Removal, Trimming  
and Stump Grinding Services**

**NO. PWQ2021-02**

**CLOSING AT 3:00 P.M., WEDNESDAY, MARCH 24<sup>th</sup>, 2021**

**Received at the:**

**Champlain Township Administrative Office  
Public Works Department  
948 Pleasant Corner Road East  
Vankleek Hill ON K0B 1R0**

## PART 1: GENERAL TERMS AND CONDITIONS

### 1. INVITATION

- a) The Township of Champlain is inviting Bids from qualified Contractors to provide goods and services with respect to the Work as described herein.
- b) All terms and conditions as per the Township's Procurement Policy (By-Law 2019-57) applies to this Bid Request and any resulting Contract. For reference, the procurement policy is available by contacting the Public Works Department Office at 613-678-2125 ext. 225.

### 2. DEFINITIONS

- a) In submitting a response to this Bid request, all Bidders specifically acknowledge having reviewed the definitions of all defined terms in the Township's Procurement Policy and the terms defined herein.
- b) Wherever the word "Corporation", "Authority", "Owner(s)" or "Township" appears in this Contract, it shall be interpreted as meaning the "Corporation of the Township of Champlain" or any participating municipalities under this Quotation, or their designates.
- c) "Work" means any activity to accomplish the Services or to supply the Supplies as specified on the Bid Request document.
- d) "Contractor" shall be interpreted as the awarded bidder.

### 3. QUERIES/ADDENDA

- a) All queries regarding all aspects of this Quotation shall be addressed to the **Contracting Authority** shown below;

James McMahon  
Director of Public Works  
The Corporation of Champlain Township  
948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0  
Tel.: (613) 678-2125, ext. 225  
E-mail: [james.mcmahon@champlain.ca](mailto:james.mcmahon@champlain.ca)

- b) Inquiries must be received in writing (e-mail) no later than three (3) business days before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during the Bidding period and no later than 24 hours in advance of Quotation close. All addenda become part of the Quotation documents.
- c) Respondents are advised that all communications with the Township of Champlain related to this Quotation during the Bidding process must be made directly and only with the Contracting Authority.
- d) The Contracting Authority shall only make official modifications to the Quotation process,

or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

- e) No officer, agent or employee of the Township of Champlain is authorized to alter orally any of this Quotation Document. If it becomes necessary to revise, delete, substitute or add to any part of the Quotation document, a written addendum shall be issued. The Bidder must acknowledge reception of any addendum on the Bid form of this Quotation document.

#### 4. CONDITION OF SUBMISSION

- a) The correct Quotation Form as supplied by the Township and any other required supporting documentation, must be used and in the possession of the **Township of Champlain** before **3:00 p.m.**, of the Quotation Closing Date indicated on Page 1 of the Quotation Document. Quotations shall be submitted in a sealed envelope clearly marked as to contents. **(PLEASE USE LABEL AT END OF DOCUMENT.)**
- b) Sealed Quotation envelope shall include all addenda issued by the Township of Champlain, each duly signed by the Bidder.
- c) **Quotation FORMS 1 through 5** included in this Quotation document must be signed, sealed or witnessed and submitted with the Bid; otherwise the Bid will be rejected.
- d) Quotations will be opened immediately following Quotation closing, however not publicly due to COVID-19.
- e) Offers submitted after the above time shall be returned to Bidder unopened.
- f) Offers submitted by fax or email shall be rejected.
- g) The Quotation must be legible, and all items must be bid with the unit prices for every item and other entries being fully clear. Quotations which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.
- h) The Bid must not be restricted by a statement added to the Quotation Forms or a covering letter, or alterations to the Quotation Form provided by the Township of Champlain.
- i) Adjustments by email or letter to a Quotation already submitted will not be considered. A Bidder desiring to make adjustments to a Quotation must withdraw the Quotation and/or supersede it with a later Quotation submission.
- j) Quotations must be submitted on the Quotation forms supplied and must be properly signed and witnessed or signed and sealed if the Bidder is a Corporation. If a joint Bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder.

- k) Bidders must satisfy themselves by personal examination of the site and by such other means, as they may prefer, as to the actual conditions and requirements of the work.
- l) The estimate of quantities as shown in the Quotation request shall be used as a basis of calculation upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township of Champlain. Therefore, the Township shall not be penalized if more or less than the estimated amount is used.
- m) Prices are to be in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the form supplied.

## 5. BID SUBMISSION

- a) Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
- b) Submit one copy of executed offer on the Bidding Forms provided, signed and with corporate seal together with required security.
- c) Apply provided label to a large envelope and insert the following obligatory documents:
  - i) Quotation Form 1 – Bidder Information
  - ii) Quotation Form 2 – Specifications and Technical Data
  - iii) Quotation Form 3 - Schedule of Prices Part 1 & 2
  - iv) Quotation Form 4 – List of Equipment
  - v) Quotation Form 5 – Statement by Bidder
  - vi) Certificate of Insurance
  - vii) WSIB Clearance Certificate (or provincial equivalent)
- d) Improperly completed information and missing documents mentioned above may at discretion of Owner, be declared informal.
- e) The Township of Champlain reserves the right to abandon, change or include all or any part of the work locations. Due to budget changes or restrictions, the Owner, or his Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Contractor.

## 6. EXAMINATION OF QUOTATION DOCUMENTS

- a) Each Bidder must carefully examine the Quotation Document before submitting their Bid and must satisfy themselves by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. At any time after submission of their Bid, the Bidder shall not claim that there was any misunderstanding of the interpretation of the Bid Request for the purpose of this Quotation Document.

## 7. OFFER ACCEPTANCE OR REJECTION

- a) The Bidder acknowledges that the Township shall have the right to reject any, or all, Quotations for any reason, or to accept any Quotation which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Quotation will not necessarily be accepted, and the Owner shall have the unfettered right to:
- (i) Accept a non-compliant Quotation;
  - (ii) Accept a Quotation which is not the lowest Quotation;
  - (iii) Reject a Quotation that is the lowest Quotation even if it is the only Quotation received;
- b) The award of this Contract is subject to the approval of the Corporation of the Township of Champlain. The Township reserves the right to reject the Quotation of any Bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the Work in the specified time should such evidence be requested. The Township does not guarantee quantities and reserve the right to cancel any project due to budget restrictions.
- c) Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, fail to include security deposit, bonding or insurance requirements, irregularities of any kind, or if all items included on the Form of Quotation are not bid, may at discretion of the Township, be declared informal.
- d) Bids completed in pencil will be rejected.
- e) Bids with Bidding forms and enclosures which are improperly prepared may at the discretion of Owner, be declared informal.
- f) More than one Bid submission from an individual firm, partnership, corporation or association under the same or different names shall not be considered. Collusion between Bidders shall be sufficient cause for rejection of all Bids so affected.
- g) This contract is **valid until December 31<sup>st</sup>, 2021**. The Owner reserves the right to terminate the contract or parts thereof for any reason, without penalty or obligations to the Corporation, upon provisions of ten (10) days written notice.
- h) The Township reserves the right to consider, during the evaluation of Quotations;
- (i) information provided in the Quotation document itself;
  - (ii) information provided in response to enquiries of credit and industry references set out in the Quotation;
  - (iii) information received in response to enquiries made by the Township of third parties apart from those disclosed in the Quotation in relation to the reputation, reliability, past working experience, and/or with the Township and other municipalities and capabilities of the Bidder;
  - (iv) the manner in which the Bidder provides services to others;
  - (v) the experience and qualification of the Bidder's senior management, and project management;

- (vi) the compliance of the Bidder with the Township requirements and specifications;
  - (vii) innovative approaches proposed by the Bidder in the Quotation; and,
  - (viii) The Township policies relating to Quotations and issuing Contracts to third parties.
- i) The Bidder acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Quotation, the Bidder acknowledges the Township rights under this Section and absolutely waives any right or cause of action against the Township and its consultants, by reason of the Township's failure to accept the Quotation submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
  - i) Bids shall remain valid and open for acceptance by the Township for a period of ninety (90) calendar days, following the due date for receipt of Bids. After this time, the Bid may only be accepted with the consent of the Successful Bidder.
  - j) This Bid request is subject to a formal Contract being prepared and executed between the Successful Bidder and the Township or a Purchase Order (PO) being provided by the Township. When the Successful Bidder receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and conditions of the Contract will govern by this Quotation Document, unless specified otherwise in the Purchase Order.
  - k) This Request for Quotation follows all terms and conditions as per The Corporation Procurement Policy. For reference, the procurement policy is available by contacting the Public Works Department at (613) 678-2125, ext. 225.

## 8. NOTICES

- a) All notices or other communications required or to be given under the Agreement shall be given in writing and delivered personally or by nationally recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth in the Agreement. Notice shall be deemed given on the date of delivery in the case of personal delivery, on the date of delivery or refusal of delivery in the case of delivery by overnight courier, or on the delivery or refusal date as specified on the return receipt in the case of certified mail.

## 9. TENDERER ABILITY AND EXPERIENCE

- a) No Quotation shall be considered from any Bidder who is not known to be skilled and regularly engaged in Work of a character similar to that covered by Drawings and Specifications. Past Working experience with the Township (Owners) and other municipalities shall be taken into consideration. In order to aid the Township in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Township to do so, furnish evidence satisfactory to the Township as to the Bidder's experience and familiarity with Work of character

specified and his financial ability to execute properly the proposed Work to completion within specified time.

## 10. PAYMENTS TO CONTRACTORS

- a) It is agreed by the parties that the substantial completion of the Works as described in PART 1 (FORM 3) ITEM 4 shall be **before May 1<sup>st</sup>, 2021** and ITEMS 1, 2 & 3 shall be **before August 31<sup>st</sup>, 2021**. Works performed under PART 2 shall be completed within 30 days of receipt of work order or otherwise as agreed upon by both parties.
- b) Payment will be made within thirty (30) days of acceptance of each invoice for work that has been completed. Invoices shall be mailed to: Township of Champlain (Attn: Public Works Dept.), 948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0.

## 11. PROTECTION – CONTRACTOR LIABILITY

- a) In the event that the Quotation is accepted within the time provided and the Bidder's failure to fulfil any of the requirements stipulated herein, or, in the event of any purported withdrawal of the Quotation within the time limit set forth, the damages sustained by the Corporation as a result of the Bidder's default, shall be assessed as being the difference between the amount of this Quotation and the estimated cost to the Corporation of having the work done and materials supplied by any other means the Corporation judges appropriate.
- b) The Contractor shall take over and assume entire responsibility for the premises in so far as they may be affected by the scope of the Contract, maintain all existing protection and provide and maintain all additional protection necessary or as may be required by governing laws, rules, regulations and ordinances. All such protection shall be removed from the premises when directed.
- c) The Contractor shall indemnify and save harmless, the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, its employees, officers or agents may suffer as the result of the negligence of the Contractor, their employees, officers or agents in the performance of the Contract.
- d) The Contractor shall be responsible for any loss or damages caused by them or their workers to the property of the Township and shall make good any loss, damage or injury arising from the work or its execution, without cost to the Township.
- e) The Contractor shall be responsible for all damages caused by themselves or their employees, agents or any works or persons employed by them, or under their control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used there on or therein, or which may happen by reason of their failure of the failure of those for whom the Contractor is responsible, to do or perform any or all or the several acts or things required to be done by them under the contract, and agrees to hold harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a

solicitor/client basis.

- f) The Contractor shall provide and maintain all legal or necessary guards, railings, lights or warning signs and take all necessary precautions during the execution of the Work to protect fully all persons from loss, damage or injury to their property, and will be held responsible for any loss, damage or injury, which may occur through the neglect, carelessness or incompetence of the Contractor or their employees.
- g) When the whole or part of the Work is suspended for any reason, the Contractor shall properly cover over, secure and protect such of their work as may be liable to damage or sustain injury from any cause.

## 12. LIABILITY INSURANCE

- a) Notwithstanding the provisions of this Contract and in addition hereto, the Contractor shall provide and maintain at their own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract.
- b) **The Quotation submission shall include a certificate of insurance to produce evidence satisfactory to the Township. The policy must contain:**

### **Contractor's Pollution Liability**

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

### **Contractor's Equipment Floater**

The contractor shall provide and maintain coverage on all equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

### **Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

1. Name the Owner as an additional insured
2. Cross-liability and severability of interest
3. Blanket Contractual
4. Products and Completed Operations
5. Premises and Operations Liability
6. Personal Injury Liability
7. Contingent Employers Liability



8. Work performed on Behalf of the Named Insured by Sub-Contractors
9. Broad Form Property Damage
10. Firefighting Expenses
11. Attached Machinery
12. 30 days' notice of cancellation

To achieve the desired limits, umbrella or excess liability insurance may be used.

#### **Automobile Insurance**

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

A Certificate of Insurance must be posted 10 days before the work commences.

#### **Primary Coverage**

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

#### **Certificate of Insurance**

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

#### **Indemnification and Hold Harmless Clause**

The Supplier shall defend, indemnify and save harmless the Corporation of The Township of Champlain its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify, and save harmless The Corporation of the Township of Champlain from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

Such insurance shall add the Corporation of the Township of Champlain as Additional Insured with respect to the operations of the Contractor.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the change or cancellation.

### **13. THE OCCUPATIONAL HEALTH AND SAFETY ACT**

- a) The Township is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises.
- b) The Contractor shall assume all responsibilities and obligations imposed upon the *Occupational Health and Safety Act*. In order to avoid any misunderstanding as to the nature of the Work to be performed herein, the Contractor, by executing this Contract, unequivocally acknowledges that they are the Constructor within the meaning of *The Occupational Health and Safety Act*, and amendments thereto.

### **14. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) AND WORKER RIGHTS**

- a) The Quotation submission shall include a current and valid WSIB Clearance Certificate (or other Provincial equivalent) to the satisfaction of the Township and have its validity updated as necessary.
- b) The Contractor shall ensure they retain WSIB coverage and are in good standing for the duration of the Contract. Prior to the release of any portion of the holdback, the Contractor shall provide to the Township of Champlain, a Clearance Certificate for the Workplace Safety and Insurance Board with the effective date following the completion of the Contract.
- c) The Contractor shall abide by the hours of Work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.
- d) The Contractor shall be responsible for and shall pay any dues and assessments payable under *The Workplace Safety & Insurance Act*, *The Unemployment Insurance Act* or any other *Act*, whether Provincial or Dominion in respect to all employees or operators. The Contractor shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such *Act*.

### **15. CONSTRUCTION SIGNS AND TRAFFIC CONTROL**

- a) Signs shall be provided by the Contractor in accordance with the General Conditions of the Contract and shall be constructed in accordance with the Standards set out in the Manual published by the Ministry of Transportation of Ontario.
- b) Two appropriate advance warning signs, one at either end of the operation, shall be placed before work begins and shall be removed at the end of each working day.
- c) The Contractor is responsible for all traffic control crew, safety device, and signage, and

must conform to Book 7 - Temporary Conditions, Ontario Traffic Manual. The Contractor shall supply the Township with a copy of their traffic control plan at a minimum of one (1) week prior to the start date of the scheduled Work.

## **16. ASSIGNMENT OF SUB-CONTRACT**

- a) The whole or any part of the Contract arising from this Quotation shall not be assigned or sub-contracted without the specific written consent of the Township, and, if provided, such sub-contract shall incorporate all of the terms, conditions and liabilities that can reasonably be applied to the prime contract. If the Contractor assigns or sub-contracts without the Township's prior written approval, the Township reserves the right to terminate the Agreement in its sole discretion, in which the conditions of this Agreement as defined in Sections 18 & 19, or any other applicable section herein, shall apply.

## **17. TERMINATION**

- a) The Township reserves the right to terminate the Agreement in its sole discretion at any time.
- b) In the event of default or failure of the Contractor to complete any of the requirements of this Agreement as stipulated herein or, in the event of any purported withdrawal of the Quotation within the time limit set forth the Township at its sole discretion, may terminate this Agreement by providing a written Notice of Termination for Cause and be relieved of any further obligation to make payments for Work performed after the termination date. Additionally, the Township shall not be responsible for any additional fees, costs or expenses incurred by the Contractor in connection with its efforts to cure any such termination. In the event of any such termination, the cost incurred by the Township to take over and complete the Work on its own behalf, over and above the payments that would have been made to the Contractor to complete the Work had there been no termination for cause, shall be deducted from any sums due to the Contractor under the Agreement, and the balance, if any, shall be paid to the Township by the Contractor upon demand.
- c) In cases of repeated or persistent faulty work or performance on the part of the Contractor, and in cases where the Contractor becomes insolvent, is declared bankrupt or commits an act of bankruptcy, the Township may, by notice in writing, terminate the contract (or parts thereof) on such day as they may set in the notice.

## **18. THIRD PARTY CLAIMS**

- a) The Township shall have the right to retain, out of any monies payable by the Township to the Contractor under this Contract, the total amount outstanding from time to time of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or their insurers. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from him or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

## 19. GOVERNMENTAL REQUIREMENTS

- a) The Successful Bidder shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations and By-Laws, which in any way pertain to the Work outlined in the Quotation Document or to the Employees of the Successful Bidder.

## PART 2: SCOPE OF THE WORK AND SPECIFICATIONS

### 1. SCOPE OF THE WORK

- a) The work to be carried out under this contract includes tree removal, trimming, chipping and stump grinding at various locations on municipally owned or controlled properties within the Township of Champlain as specified in FORM 2, Schedule A.

However, the need for additional tree removal, trimming, chipping and stump grinding services is anticipated, therefore, FORM 2 Schedule B is the bid price for any additional services on an as and when required basis.

All trees and stumps to have work performed on them shall be identified (marked) by Township staff.

The Contractor shall be responsible to install all safety measures but not limited to signage, safety pylons and barricades.

It is the Contractors sole responsibility to familiarize themselves with the site conditions and to verify the extent of work required. Discrepancies must be reported immediately to the Director of Public Works. No allowances will be made for the Contractor failing to do so.

Any item not specifically mentioned in the specifications but implied or required to complete the Work, will be considered to be included in the total price.

- b) **Tree Trimming**

- i. Install all safety measures but not limited to signage, safety pylons and barricades.
- ii. Trim all trees so the natural form and shape of the tree is maintained.
- iii. Under no circumstance(s) shall the total pruning exceed 20% of the tree's crown.
- iv. Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- v. Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- vi. All lower branches and hanging branches shall be pruned to provide a minimum of 14 feet clearance over the street.
- vii. Trim all lower branches to obtain a minimum six-foot (6') clearance from a structure.

- viii. Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- ix. No person working in trees (for the purpose of trimming and or pruning) shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- x. The Contractor shall use recognized forestry rigging practices to ensure that tree tops and limbs are removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- xi. Ensure that all private and public property is left clean and free of all debris.

**c) Tree Removal**

- i. The Contractor shall not complete a tree removal unless they receive authorization from the Contract Administrator or designate.
- ii. The Work to be performed under Schedule B will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form 2:
  - (i) Class 1 10 to 24.9 cm DBH;
  - (ii) Class 2 25 to 39.9 cm DBH;
  - (iii) Class 3 40 to 60.0 cm DBH.
- iii. Diameter at Breast Height (D.B.H.) will be measured at 135 cm above ground level or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
  - Where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
  - Where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 135 cm above ground level) of the largest trunk plus  $\frac{1}{2}$  the D.B.H. of each of subsequent trunks; situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.
- iv. Should the Contractor disagree with the Township's diameter breast height measurements, all work shall stop immediately, and the Contractor shall contact the Contracting Authority. The Township's decision regarding the measurement shall be final.
- v. Install all safety measures but not limited to signage, safety pylons and barricades.
- vi. Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate. Once the removal process is initiated it shall be completed that same Working Day.

- vii. Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact the Township for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of the Contracting Authority.
- viii. Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. This work shall not form part of this contract and shall be performed by the Township's pre-approved licensed Contractor.

If the Contractor is performing work within 10 feet (3 meters) of high-voltage transmission or distribution lines, all work shall cease, and the Contractor must notify the Township immediately. The Township shall have the necessary works completed in order for the Contractor to safely resume their work to fulfill their obligations under this Contract, as per *R.R.O. 1990, Reg. 851: Industrial Establishments section 60 (1)*.

After all limbs have been removed which might contact high-voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings.

The Contractor shall not resume work without written authorization from the Township. If a tree is outside the 10-foot (3 meter) zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.

- ix. The Contractor shall use recognized forestry rigging practices to ensure that tree tops and limbs are removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- x. Except as otherwise provided in this Contract, the stumps of all removed trees will be lowered to a point no more than two inches (2") above grade. If the stump will not be ground, Contractor shall treat it with a Municipal approved growth inhibitor to prevent re-sprouting.
- xi. Ensure that all private and public property is left clean and free of all debris.
- xii. Tree Removal Services are to include stump grinding as per the requirements below.

#### d) **Stump Grinding**

- i. Install all safety measures but not limited to signage, safety pylons and barricades.
- ii. Obtain locates for each stump location.
- iii. Supply all labour and equipment needed to grind stumps to a minimum depth of 300 mm (12 inches) below ground level.
- iv. In addition to the stump removal, the Contractor shall provide topsoil and

- grass seed restoration for the stump removal sites.
- v. Begin stump grinding a maximum of five (5) business days after receiving a stump removal request from the Township and successfully obtaining locates.
- vi. Notify the Director of Public Works in writing withing 24 hours of completing the stump grinding for each stump.
- vii. Ensure that all private and public property is left clean and free of all debris.

**e) Quantities**

The quantities noted are approximate and based on the information available to the Township at the time of releasing this Request for Quotation. As such, the Township does not guarantee any volume of work. The Township reserves the right, at its sole discretion, to procure either more or less services or change a portion of Work based on its requirements. The contractor will be paid based on the actual field measurements as determined by the Township.

**f) Disposal of Waste Material**

All waste material (i.e.: woodchips, branches, logs from the pruning and removal operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking of all grassed covered areas and sweeping of all hard-surfaced areas.

If required, the Contractor can make arrangements to dispose of all logs and non-chip-able material to the Municipal Landfill Site. Alternative disposal sites shall be at the Contractors expense.

**g) Diseased Trees**

The Contractor shall ensure full compliance with the ministerial order for wood movement and disposal as per the Canadian Food Inspection Agency, and or any other requirements as ordered by the Province of Ontario or otherwise.

**h) Pest Control – Bee and Wasp Control/Extermination**

The Contractor shall notify the Township verbally, and follow up in writing, of a bee or wasp problem prior to the Contractor performing the services. The Township will then proceed with arranging safe removal of any bee or wasp hive. Under no circumstances shall the Contractor attempt to remove or dispose of an active bee or wasp hive. Once the hive has been removed, the Township shall confirm in writing that the Contractor may resume the work required to fulfill their obligations under this contract.

### PART 3: QUOTATION FORMS

#### BIDDER INFORMATION - FORM 1

**Quotation No:** PWQ2021-02

**Description:** Quotation for Tree Removal, Trimming and Stump Grinding

**Date Issued:** March 8<sup>th</sup>, 2021

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_

**WSIB #:** \_\_\_\_\_

We, the undersigned, agree (*upon acceptance by the Township of Champlain*) to fulfill the contract requirements in accordance with Quotation document PWQ2021-02, Quotation for Tree Removal, Trimming and Stump Grinding.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
**NAME (print)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**WITNESS (print)**

\_\_\_\_\_  
**SIGNATURE**

(*AFFIX SEAL HERE*) **COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**SPECIFICATIONS AND TECHNICAL DATA - FORM 2**

**Quotation No:** PWQ2021-02

**Description:** Quotation for Tree Removal, Trimming and Stump Grinding

**Date Issued:** March 8<sup>th</sup>, 2021

ITEM No.	DESCRIPTION	YES	NO	SPECIFY
1	ISA Certified Arbourist (Ontario), or Provincial equivalent			
2	Valid WSIB or other Provincial equivalent			Include clearance certificate with bid submission
3	Liability Insurance			Include certificate of liability insurance with bid submission
4	Licensed to work within the 10 meter of HV power and distribution lines.			

1. The above bid qualification specifications (FORM 2) must be met in order to submit a bid.
2. Bids that do not comply with the specification may be rejected at the discretion of the Township of Champlain.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness (signature)

\_\_\_\_\_  
 Witness (print)

**SCHEDULE OF PRICES - FORM 3**

Quotation No: PWQ2021-02  
 Description: Quotation for Tree Removal, Trimming and Stump Grinding  
 Date Issued: March 8<sup>th</sup>, 2021

**SCHEDULE OF PRICES - PART 1  
 (PARKS AND RECREATION DEPARTMENT)**

ITEM no.	LOCATION OF TREE AND/OR STUMP	REMARKS	# OF TREES	#OF STUMPS	UNIT \$	TOTAL
1	Desjardins Park (50 Place Laval)	Tree removal (dead ash)	11	0	\$ _____	\$ _____
2	L'Original Park (772 Front Rd. West, L'Original)	Tree removal (dead ash)	2	0	\$ _____	\$ _____
3	L'Original Park (772 Front Rd. West, L'Original)	Tree Pruning (Maple)	1	0	\$ _____	\$ _____
4	L'Original Campground (772 Front Rd. West, L'Original) <b>NOTE: must be cut before May 1<sup>st</sup> 2021</b>	Tree removal (dead ash)	2	0	\$ _____	\$ _____
<b>TOTAL PART 1 (excluding taxes)</b>						<b>\$ _____</b>

**PART 2 - AS AND WHEN REQUIRED BASIS**

*(any work required in addition to Schedule A) All prices in this schedule excluded taxes*

<b>TREE TRIMMING/PRUNNING</b>	Small Tree (under 15 feet) \$ _____/tree Medium Tree (15' to 25') \$ _____/tree Large Tree (25' to 40') \$ _____/tree Extra Large Tree (40' and larger) \$ _____/tree Minimum charge \$ _____/tree
<b>TREE REMOVAL AND RESTORATION</b> (including stump grinding)  <i>Note: Diameter at Breast Height (D.B.H)</i> <b>Class 1: 10 to 24.9 cm DBH</b> <b>Class 2: 25 to 39.9 cm DBH</b> <b>Class 3: 40 to 60.0 cm DBH</b>	Class 1 \$ _____/cm DBH Class 2 \$ _____/cm DBH Class 3 \$ _____/cm DBH
<b>STUMP GRINDING AND RESTORATION</b> (tree has been previously removed) <i>Note: per cm diameter is measured at the widest point of the flare where the stump meets the surface (not including surface roots)</i>	\$ _____/cm

**BID AMOUNT**

PART 1 – PARKS & RECREATION DEPARTMENT \$ \_\_\_\_\_

Harmonized Sales Tax (HST 13%): \$ \_\_\_\_\_

**TOTAL BID PRICE:** \$ \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
Witness (print)

**Quote No:** PWQ2021-02

**Description:** Tree Removal, Trimming and Stump Grinding Services

**Issue Date:** March 8<sup>th</sup>, 2021

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**EQUIPMENT LIST - FORM 4**

**Quotation No:** PWQ2021-02

**Description:** Quotation for Tree Removal, Trimming and Stump Grinding

**Date Issued:** March 8<sup>th</sup>, 2021

List all available equipment (not including handheld tools) that will be used to complete the services outlined in the scope of work and specifications. If additional space is required, please make a copy of this page and include with bid submission.

DESCRIPTION OF EQUIPMENT/PURPOSE	MAKE/MODEL	YEAR	CAPACITY	STATUS (OWN/LEASE/RENT)

**\*\*Insert an additional page 15 if more space is required.**

**Quote No:** PWQ2021-02

**Description:** Tree Removal, Trimming and Stump Grinding Services

**Issue Date:** March 8<sup>th</sup>, 2021

**STATEMENT BY BIDDER - FORM 5**

**Quotation No:** PWQ2021-02

**Description:** Quotation for Tree Removal, Trimming and Stump Grinding

**Date Issued:** March 8<sup>th</sup>, 2021

**BID DOCUMENT NAME:** Sealed Quotation for Tree Trimming, Removal, and Stump Grinding Services

**BID DOCUMENT # (IF APPLICABLE) :** PWQ2021-02

- 1) I/We have reviewed all terms and conditions of all forms included as part of this Bid package and in the Champlain Township's Procurement Policy (By-law no. 2019-57).
- 2) I/We understand that if our Bid is chosen, all requirements of the successful Bidder as outlined in this Quotation Document as well as in the Township's Procurement Policy (By-law no. 2019-57) will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person and  
Corporate seal (if a Corporation)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature (if an individual – not a  
corporation)

## BID LABEL AND INSTRUCTIONS

✂ ✂	✂ ✂
<b>Compagnie/Company</b>	<b>FERMETURE / CLOSING:</b>
<hr/>	<b>mercredi le 24 mars, 2021 à 15 h</b>
<hr/>	<b>Wednesday March 24<sup>th</sup>, 2021 at 3:00 P.M.</b>
<b>SOUMISSION – NE PAS OUVRIR / QUOTATION – DO NOT OPEN</b>	
<b>Retourner à / Return to:</b>	Township of Champlain Administrative Office Public Works Department 948 Pleasant Corner Road East Vankleek Hill ON K0B 1R0
<b>Description:</b>	<b>SEALED QUOTATION FOR TREE REMOVAL, TRIMMING AND STUMP GRINDING SERVICES - PWQ2021-02</b> Service des travaux publics / Public Works Department
<b>CHECK LIST - Mandatory documents to be submitted:</b>	
<input type="checkbox"/> <b>FORM 1 – BIDDER INFORMATION</b>	
<input type="checkbox"/> <b>FORM 2 – SPECIFICATIONS &amp; TECHNICAL DATA</b>	
<input type="checkbox"/> <b>FORM 3 – SCHEDULE OF PRICES PART 1 &amp; 2</b>	
<input type="checkbox"/> <b>FORM 4 – LIST OF EQUIPMENT</b>	
<input type="checkbox"/> <b>FORM 5 – STATEMENT BY BIDDER</b>	

### INSTRUCTIONS:

The Bidder is to clearly identify its name and address on the reserved section titled "Compagnie /Company".

The Bidder is to affix this label in a visible manner on top of a SEALED package containing all the required documents.