



Request for Quotes for Roadside Mowing

RFQ-2024-04

CLOSING DATE – APRIL 9, 2024 AT NOON

Scope of Work

Tendered price shall include Operator(s) and Tractor/Mowing machine(s) to mow vegetation on both sides of the right of way, on Township of Chatsworth Municipal maintained roads for the **2024** season with the option of extension for additional year (should both parties mutually agree)

For inquiries, please contact Patty Sinnamon, CAO Clerk at (519) 794-3232, Ext. 124 or via email at patty.sinnamon@chatsworth.ca.

Conditions & Notes

- Cut Swath shall be minimum 2M where possible.
- Roadside vegetation should be cut evenly to a height of no more than 10cm above shoulder surface.
- Approximately 900 Swath kilometers of cutting to be done. To be done twice a season.
- Both sides of every road must be done.
- Contractors' equipment shall be in a good state of repair and functioning in such a way as to provide the required cut swath and vegetation height in a safe manner.
- The operator shall have in his/her possession any licences and certificates required to be qualified as an operator of the mowing unit.
- The operator shall have in his/her possession proof of insurance.
- Unforeseen issues and/or incidents shall be reported to the Roads Department designate.
- A list of all roads and a map will be made available upon request.

- OTM Book 7 shall be followed. Should the Municipality become aware of any violations of the Act or Regulations a notification will be made to the appropriate Authorities. Violations may lead to suspended or terminated contract.

Completion Date

The Contractor shall have the first Cut done by no later than **July 5th, 2024**, for work outlined above and again by the end of **October 4th, 2024** for the second cut. **2025** dates to be determined by Township Staff upon agreement to extend agreement.

Work to be completed on municipal roadways is to be limited to no earlier than 07:00 and no later than 17:30.

If work can not be completed by the above dates, or by an amended date allowed by an approved extension time, then the contractor agrees to pay the Municipality a sum of \$200 per calendar day for each day's delay excluding weekends.

The successful Bidder for this quote shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least Five million dollars (\$5,000,000.00) per occurrence in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract. The successful Bidder shall deliver proof of Workman's Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice if applicable.

The Contractor has carefully examined the conditions and specification attached and referred to in this Contract, has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this Quote, hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in this Contract, to complete the work in strict accordance with said conditions and specifications.

Submission of Bid

The following **must** be submitted with your bid:

- Quotation Form

Tender Deposit

One certified cheque in the amount of 10% of the tendered amount payable to the Treasurer, Township of Chatsworth, must be submitted with the tender. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to file with the municipality an executed form of agreement for the performance of the work prepared by the municipality in accordance with this tender and the provisions, plans, specifications, and conditions attached hereto within ten (10) days from the date of Acceptance of the Tender.

The cheque of the unsuccessful bidders will be returned within seven (7) days of tender acceptance. The cheque of the successful bidder will be retained until municipality's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

If the successful bidder wishes he may file with the municipality a completed performance bond, signed, and sealed by a recognized bonding company, in the amount of 100% of the total estimated tender.

Upon receipt of such a bond and execution of the contract the tender deposit will be returned to the contractor.

Basis of Rejection of Tender

Tenders may be rejected for any one of the following reasons:

- (a) Bids received after closing date
- (b) Bids received on other than the tender forms supplied
- (c) Bids not completed in ink or by typewriter
- (d) Incomplete bids (all items not bid)
- (e) Qualified or conditional bids
- (f) Bids not properly signed and sealed

Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the municipality, a comprehensive policy of public liability and property damage to the limit of at least \$5,000,000.00 (five million dollars) exclusive of interest and costs, against loss of damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property.

Such policy shall contain:

- A cross liability clause or endorsement
- An endorsement certifying that the Township of Chatsworth and the successful bidder are included as additional named insureds protecting the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor
- An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty days prior written notice to the Township of Chatsworth.
- Such policy shall name the municipality as an additional insured thereunder and shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

Regulations

The Contractor shall abide by all Acts, By-laws, and Regulations relative to the performance of the work.

Operations Manager

Means, the designated Operations Manager or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any capacity.

Equipment

The successful bidder shall furnish and maintain such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials shall be maintained in a satisfactory, safe, and efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections, and compliance with federal, provincial, or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will provide to the

The Township may require proof of all vehicle safety certificates on the vehicles to be used under this contract.

Where a vehicle is hauling material for use in this contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the contractor or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Township prior to execution of the contract, if requested.

The Township reserves the right at its sole discretion to reject any bid submission or not enter into an agreement with any bidder if it is felt that any equipment is inappropriate for the execution of the contract.

Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Operations Manager, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as form part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Operations Manager and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in

some other manner remove the cause of such damage to the satisfaction of the Operations Manager.

Loading of a Motor Vehicle

Where a vehicle is handling material for use on the road under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

Assignment and Sub-Letting

Potential bidders should be aware that the successful contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein without the written consent of the Township of Chatsworth.

Employees

The successful bidder agrees that the Township of Chatsworth is not to be deemed or construed as the employer of the successful bidder nor its personnel under any circumstances whatsoever.

Working Safely

The successful bidder shall always provide adequate protection for workers and the public under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the

The Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by Provincial and Federal regulations. Normal safety precautions shall be observed while around and operating equipment.

The successful bidder must ensure that during the performance of the work required within this contract, its personnel are equipped with and wear appropriate personal protective equipment, footwear, head protection, etc.

The Township of Chatsworth retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the Workplace Safety and Insurance Act, the Employment Insurance Act, or any other Act, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the township of Chatsworth with satisfactory evidence that as the successful bidder, the provisions of any act have been complied with.

Workplace Safety Insurance Board Coverage

The Township of Chatsworth will require a current WSIB Clearance Certificate with this quotation.

Accessibility for Ontarians with Disabilities Requirements:

Prior to the commencement of any work under this contract, the successful bidder will also be required to provide Accessible Customer Service Training to all staff working on behalf of the Township of Chatsworth in compliance with the requirements of the Accessibility for Customer Service Regulation 429/07, Section 6. The Township of Chatsworth will help with appropriate training resources if required.

Health and Safety:

The Municipality will expect the successful bidder to abide by all provincial regulations regarding health and safety, as well as licensing and certification. The Township of Chatsworth has a Contractor Health and Safety Package that will need to be completed by the successful bidder, prior to the start of work. This includes the submission of the contractors Health and Safety Policy or the agreement to abide by the Township of Chatsworth policies.

Other Rights

No tender, proposal or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract without prior written approval of Council.

Quotation Form for Roadside Mowing (Page 1 of 2)

Equipment

Make/Model/Year

1. _____

2.

Bid Amounts 2024

Price per Swath Km \$ _____

Based on approximately 900 Swath Km

Total (excluding HST) \$ _____

Travel time to the job must be included in the rate tendered.

Payment will be based on number of Kilometers Cut only.

I/We, the Undersigned, having examined this Request for Quotes, do hereby offer to enter into an Agreement with the Township of Chatsworth to provide **roadside mowing**, without undue delay, and by completion dates indicated in the Request for Quotation Document.

I, We

(Name-Print) (Position)

of

(Company Name)

Roadside Mowing Request for Quotation (Page 2 of Quotation Form)

ADDRESS:

TELEPHONE NO: _____

FACSIMILE NO. _____

E-MAIL ADDRESS _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Township of Chatsworth and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Dated at _____ this _____ day of
_____, 2024

PRINT NAME

SIGNATURE

(I have the authority to bind the
corporation