



Town of Assiniboia

Department of Parks,

Recreation, Culture & Tourism

110-4th Avenue West, Box 670, Assiniboia, SK S0H 0B0

Phone: 306-642-4244

Fax: 306-642-5622

Website: www.assiniboia.net

E-mail: recreation@assiniboia.net

Town of Assiniboia Tender Reference: **TOA-2015-01**

TREE CUTTING & TRIMMING TENDER

Closing Date: FEBRUARY 20, 2015

OVERVIEW

The Town of Assiniboia invites qualified Contractors to submit bids for tree cutting and tree removal services at various locations in the Town of Assiniboia for a 3 year cycle commencing in the spring of 2015. The intent of this tender is to find a contractor to supply the necessary labour, materials, equipment and services required to:

- a. Complete tree cabling, trimming, removal stumping and restoration as specified in this tender.
- b. Complete project in accordance with Occupational Health and Safety Act (OHSA) and regulations, applicable standards and legal requirements.

INSTRUCTIONS TO BIDDERS

1. Sealed bids must clearly identify the Bidder's Name and Company in the return address detail and be marked "**Tree Maintenance Tender**" Project # **TOA 2015-01**

Department of Parks, Recreation, Culture & Tourism to:

Town of Assiniboia
131 Third Avenue West
Box 670
Assiniboia, SK
S0H 0B0

Fax: 306-642-5622

Email: recreation@assiniboia.net

Bids will be received up to: February 20, 2015 at 4:00 pm and opened at this time

2. Late bids will not be accepted and will not be opened.

3. Delivery of tenders by a courier service shall be the responsibility of the bidder and will be rejected if the envelope/package is delivered to a location other than which is stated in the document or misses the closing date and time.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

5. The terms and conditions of this tender offer shall remain firm and open for acceptance by the Town of Assiniboia for a period of thirty (30) days.
6. The Town reserves the right to cancel the tender call and not accept any tender at all and/or re-issue the tender in its original or revised form.
7. The Town reserves the right to cancel this tender call and not accept any tender at all if the costs exceed the budget amount.
8. The Town of Assiniboia reserves the right to extend or delete portions of this tender due to budget limitations.
9. Responses to this tender, which do not, in the sole opinion of the Town of Assiniboia, adequately address all the requirements listed in this tender may result in a request for clarification to the bidder or be rejected outright, at the discretion of the Town of Assiniboia.
10. Each bid shall contain the full name of the party or parties bidding and the signature of the parties bidding shall be in their respective handwriting in ink or typed (no pencil).
11. All submissions shall indicate separately, Goods & Services Sales Tax (GST) and Provincial Sales Tax (PST). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight.
12. Each bidder must make his own estimate for the proposed work before submitting his bid and must satisfy himself by personal examinations as to the local conditions to be met while completing the specified work. He is not to claim at any time after submission of his bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.
13. No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.
14. The lowest or any Bid will not necessarily be accepted. The Town of Assiniboia reserves the right to reject any or all bids, or to award the Contract to other than the bidder submitting the lowest Bid, as in its opinion may be for the best interest of the Town of Assiniboia. The basis of award is based on unit price, and past performance with the Town of Assiniboia, satisfactory reference checks.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA 2015-01**
Department of Parks, Recreation, Culture & Tourism

15. **WITHDRAWAL**- Tenders may be withdrawn at any time prior to the closing date and time at the bidder's discretion. Withdrawal notification must be in written form, signed and must be submitted to the Director of Parks, Recreation, Culture & Tourism. No telegrams, text messages or telephone calls will be accepted. After the official closing date and time, all tenders received shall be irrevocable.
16. **ADDENDA**- No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the tender documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be sent to all contractors receiving a tender. The addendum will be posted on the Town website. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.
17. **QUESTIONS/DISCREPANCIES**- Bidders who find any discrepancies or omissions in this tender, or who have any doubt as to the intent or meaning of anything contained therein, shall contact the following in writing:

Cheryl DeNeire- Director of Parks, Recreation, Culture & Tourism
E-mail: recreation@assiniboia.net

Shawn McGillis- Facilities Manager
E-mail: facilities@assiniboia.net

Carol White- CAO, Town of Assiniboia
E-mail: cao@assiniboia.net

Direct questions or inquiries to anyone other than the contacts listed above may result in your submission being disqualified.

The Town of Assiniboia reserves the right to distribute all questions received, with the Town's response, to all bidders through an addendum, if necessary.

GENERAL TERMS AND CONDITIONS

1. EXTENT:

The prices submitted should be inclusive of all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

2. TENDER DEPOSIT:

If required elsewhere in this document, the Contractor shall provide Tender Deposits and/or Performance Bonding and Liability Insurance from financial institutions licensed to carry on operations in the Province of Saskatchewan, Canada.

3. CONTRACTOR'S RESPONSIBILITY:

The Contractor must include with this submission, the Town of Assiniboia Certificate in Insurance, duly completed, as per the following

4. INSURANCE:

Before commencement of the work the Contractor/Constructor must furnish to the Town of Assiniboia, a Certificate of Insurance detailing such coverage as provided under the Commercial General Liability policy. Non-owned Automobile Liability policy and Standard Owners Automobile Liability policy. Coverage shall be affected by such Insurer(s) licensed in the Province of Saskatchewan, and/or acceptable to the Town of Assiniboia.

The policies will not be altered to the detriment of the Town, cancelled or allowed to lapse without giving 30 days written notice to the Town of Assiniboia and shall remain in force from Contract execution to the end of the Warranty period.

The Contractor/Constructor shall indemnify and hold harmless the Town of Assiniboia, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts of omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

Mandatory Coverage:

i. Commercial General Liability:

Shall include the Owner, its employees as Insureds. The Town of Assiniboia shall be added as additional Insureds. Minimum acceptable limits are \$2,000,000 Per Occurrence.

The Commercial General Liability must include “Blanket Contractual Liability” and “Cross Liability” endorsements.

ii. Non-owned Automobile Liability Policy:

Minimum Limits of Liability \$1,000,000 and coverage must be extended to include vehicles hired under Contract.

iii. Standard Owners Automobile Liability Policy:

Minimum Limits of Liability \$1,000,000

iv. The Town of Assiniboia may require coverage for other hazards as required on a project basis.

v. The Town of Assiniboia reserves the right to modify the insurance requirements as deemed suitable.

5. WORKPLACE SAFETY & INSURANCE BOARD:

- a) The successful bidder shall furnish a WCB Clearance Certificate indicating their WCB firm number, account number, appropriate rate group and that their account is in good standing. This form must be furnished prior to commencement of work, every (90) days or upon receipt of a Clearance Certificate from WCB throughout the contract and must be submitted with the final invoice before payment is made. The successful bidder further agrees to maintain their WCB account in good standing throughout the contract period.

6. OWNER'S RESPONSIBILITY:

The owner shall indemnify and hold harmless the Contractor/Constructor, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of defect in title to the Place of Work.

7. PATENTS AND COPYRIGHTS:

The Contractor/Constructor shall indemnify and save harmless the Corporation from all and every claim for damages, royalties or fees for the infringement of any patented invention, trademark or copyright occasioned by him in connection with work done or material furnished by him under this Contract.

8. TRAFFIC CONTROL:

The Contractor/Constructor is responsible for the work site and will prepare and implement a traffic protection plan prior to the commencement of any tree work. The Contractor/Constructor will provide all necessary signs and equipment. Due to the nature of the works taking place in various street locations, the Contractor shall provide a schedule of work with locations to the Facilities Manager and the Town Administration Office. The Contractor shall notify the RCMP, for any necessary obstruction of traffic.

9. HEALTH & SAFETY:

All work performed under this contract must be carried out in accordance with the terms and conditions of OH&S, applicable Regulations, applicable standards, and other applicable legal requirements.

The Contactor has complete control of the work on behalf of the Town of Assiniboia and is responsible for regulatory compliance and safe work procedures on the job site.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT:

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, this is to advise that personal information Bidders provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All bids submitted become the property of the Town of Assiniboia. Because of LAFOIP, Bidders are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential. The Town reserves the right to discuss any and all bids, to request additional information from bidders and to accept or reject any and all bids.

11. PERMITS, LICENSES AND REGULATIONS:

The Bidder shall apply and pay for all necessary permits and licenses, including a valid Town of Assiniboia business license, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

12. AUTHORITY TO CHANGE:

No changes shall be made from the Tender Specifications without the approval of the Department tendering. Substitutions or alterations can only be made by the Facilities Manager or designate and will be done by a written change order in the form of a Municipal Work Order.

13. LOCATION OF SERVICES:

The Town of Assiniboia including all areas as designated on the map (**Appendix A**) are the location of the services to be rendered.

14. INSPECTION:

The Facilities Manager or designate shall at all times have access to the work and work site, whether it is the preparation or process, and Contractor shall provide that access without notice.

15. PROTECTION OF PROPERTY:

- A. The Contractor must ensure that as much work as possible will be done on Public property. Excellent co-operation and public relations must exist between the Contractor and the home owner(s).
- B. The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Town's or surrounding property must be made good to the satisfaction of the Town. Costs of all restoration shall be included in the unit price for the work.
- C. The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc. to the satisfaction of the Department of Parks, Recreation, and Culture & Tourism.
- D. Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen by accidents around and adjacent to the project.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

16. PARKING/PRODUCT STORAGE:

It is the responsibility of the Contractor to investigate local conditions, by-laws, restrictions, etc. pertaining to parking of vehicles or equipment, location of Town dumpsters, Land-Fill Site, Compost Site or storage of work related materials and supplies with respect to this project.

17. MISCELLANEOUS FEES:

The Contractor will be responsible for paying any tipping fees and disposal costs.

18. DELAY IN PROJECT:

All damage loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

19. TERMINATION:

The Town of Assiniboia reserves the right to cancel this agreement upon any violation of this agreement of the quality of work and/or performance of equipment.

20. ASSIGNMENT:

The Contractor shall not assign the Contract or the proceeds without written consent of the Town.

21. TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS:

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Town may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete the work.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

22. PAYMENT:

When the designated trees have been trimmed or removed and disposed of, the Contractor may submit an invoice for payment of work completed. The invoice will contain street addresses, species of trees, maintenance performed, hours billed and date completed. In order that payment may be made, the work for each tree must be fully completed i.e., cutting, flushing, disposal of debris and complete site cleaning to the satisfaction of the Facilities Manager or designate. The Town of Assiniboia reserves the right to withhold any payment in the event of non-performance or to pay only for that portion of the work that has been executed. The Town will give reasonable notice in writing prior to taking action unless the defective work or non-performance prejudices the safety of the project.

23. NO ADDITIONAL PAYMENT FOR INCREASED COSTS:

The amount payable to the Contractor under the contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of fuel, equipment, labour, or materials.

24. HOURS OF WORK:

Designated pruning (non-emergency) must be carried out between the hours of 7:00 am and 11:00 pm, Monday to Friday.

25. EMERGENCY CALLS AND OVERTIME SERVICES:

All overtime or emergency service will only be as authorized by the Facilities Manager or designate. When submitting your Bid, the Contract price of individual services must be noted but not included in the overall Bid.

SPECIFICATIONS: SCOPE OF WORK

1. General

The successful contractor will supply all labour and equipment for the successful completion of this contract on a cyclical basis. They will be responsible for returning the area(s) to its original state. If any soil is required, it will be supplied to the contractor by the Town and it is the responsibility of the contractor to acquire that soil. The cost of soil is not to be included in any pricing or Bid. Restoration of the site(s) shall be deemed an important part of this contract, and the contractor's invoice will not be paid until restoration has met the approval of the Facilities Manager or designate.

This contract is for Tree Cutting/Removal and Pruning/Trimming at various locations throughout the Town. (See Appendix A for map with breakdown of area per cycle).

This contract is for Town Streets, Boulevards, Town owned properties and Parks. It does not include back alleys or private property.

2. **TERM OF CONTRACT:** The term of this contract is a **3 year cycle.**
April 1, 2015 to March 31, 2018.

3. TREE REMOVALS:

The Town will specify the zone(s) of every individual tree to be cut during a specified cycle. (Appendix A)

No other trees shall be cut or trimmed to facilitate the removal. The contractor shall supply a sufficient amount of labour and equipment to remove each tree in sections. The felling of a complete tree or any large section at one time shall not be permitted. The contractor must follow ISA best practices.

4. WOOD:

The contractor shall be responsible for the complete removal and disposal of all wood. Wood may be temporarily stored- up to a maximum of ONE (1) day- on the road allowance in an orderly manner providing that the public right-of-way, such as roadways, sidewalks, access to private property, is not obstructed. It is the contractor's responsibility to retain possession of the wood while temporarily stored on the road allowance.

Wood may be disposed at the Town compost site. It is the responsibility of the contractor to process this wood. (Wood Chipper)

Any trees identified by the contractor as "suspicious" (diseased) must be marked and reported to the Facilities Manager within ONE (1) day of discovery.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

5. STUMPS:

The contractor shall remove all stumps by means of a stump machine to a minimum depth of 10" below existing grade and remove and dispose of all stump chips. The contractor shall not leave a "hole" unprotected or marked. The contractor is to access soil or markers through the Facilities Manager or designate.

6. BRUSH:

The contractor shall remove all brush.

7. TRIMMING:

The contractor shall carry out tree trimming at various locations throughout the Town. The successful contractor will supply all tools and equipment. The boom truck shall have a minimum reach of 50 feet.

- Tree trimming is to be carried out under the general directions of the Facilities Manager or designate and will be conducted during the hours of 7:00 am to 10:00 pm, Monday to Friday.
- Make all cuts using ISA best management practices.
- Attempt to preserve natural tree forms.
- Avoid topping trees where clearance requirements will permit.
- Removal of all dead wood.
- Removal of all limbs or main stems of trees with a clearance of 20 feet high and 30 feet apart, using acceptable arboricultural practices, if these parts of the tree would create a hazardous condition.
- Removal of such limbs as may be necessary for the maintenance of tree symmetry when, as in heavy pruning on one side, a condition of imbalance is caused to exist.

8. ADDITIONAL WORK:

The Town may require additional services on an as needed basis. It is expected that the contractor will hold the prices as quoted in this Tender for the term of this contract. All terms and conditions of this Tender document will apply to this additional work.

9. EQUIPMENT:

A complete listing of all major mobile equipment that will be used on the project is required. Proof that all certifications and inspections as per SGI must be completed.

Contractor must use an aerial bucket truck with a minimum vertical reach of 50 feet.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

10. DISPOSAL OF DEBRIS:

- A. The Town landfill site shall NOT be used for disposal of wood debris from this contract.
- B. The disposal of all materials and contents shall be at the discretion of the contractor, EXCEPT as stated below:
 - i. The Town will allow disposal and processing of wood and chips at the Town compost site.
 - ii. The contractor shall conform to all Provincial and Municipal legislation.
 - iii. A copy of any required permits or agreements between the contractor and other parties must be forwarded to the Facilities Manager or designate prior to the commencement of work.
 - iv. The contractor shall provide the Facilities Manager or designate with written permission from the property owner where the material will be disposed.
- C. The contractor shall be responsible for disposal of all material or debris resultant from the work, at no expense to the Town, in a manner approved by the Facilities Manager or designate.
- D. All debris, equipment, etc., must be removed from the site(s) at the end of each work day.

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # TOA-2015-01
Department of Parks, Recreation, Culture & Tourism

BIDDER'S CHECKLIST:

Have you included the following items with your return submission?

Please check ✓

- Signed and completed Form of Tender
 - Declaration
 - Price Bid Form- by cycle
 - Reference Checklist

The successful Bidder must also provide-

- Proof of Business license to operate in the Town of Assiniboia
- Proof of Insurance(s)
- Equipment List
- Proof of arborist certification
- WCB Good Standing Notification

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

FORM OF TENDER-DECLARATION

THIS TENDER IS SUBMITTED BY: _____

To the Town of Assiniboia

I _____
Of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Tender or in the contract proposed to be taken.

1, I **FURTHER DECLARE** that this Tender made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person make a Tender for the same project and is in all respects fair and without collusion or fraud.

2, I **FURTHER DECLARE** that no employee of the Town or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies to be used therein or in any of the monies derived therefrom.

3, I **FURTHER DECLARE** that the several matters stated in the said Tender are in all respects true.

4, I **FURTHER DECLARE** that I have carefully examined the Tender, Information for Bidders, General Conditions, Scope of Work/Requirements and hereby acknowledge the same to part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services of the project mentioned for the prices stated on the Price Bid Form

5, I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

6, I **FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Bidder for the said project OR for a period of thirty (30) days after the closing date, whichever first occurs and that the Town may, at any time, within that period, without notice, accept this Tender whether any other Tender has been previously accepted.

7, I **FURTHER DECLARE** that the awarding of the contract based on this Tender by the Town shall be an acceptance of this Tender.

8, I **FURTHER DECLARE** that in the event of default or failure on our part, that the Town shall be at liberty to advertise for new Tenders, or to carry out the works in any other way they deem best, and we also agree to pay to the said Town the difference between this Tender and any greater sum which the said Town may expend or incur by reason of such default or failure or by reason or such action as aforesaid, on their part, including the cost of any advertisement for new Tenders; and to indemnify and save harmless the said Town and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

Company Name

Signature (Print Name)

Address

Title

Address

Witness or Seal

Postal Code

Date

The Town of Assiniboia
2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
Department of Parks, Recreation, Culture & Tourism

PRICE BID FORM

I, the undersigned submit the following price for the supply of all equipment and labour for the complete removal of various trees and stumps and trimming located in the Town of Assiniboia as per the terms, conditions and specifications.

CYCLE 1: April 1, 2015 to March 31, 2016 (Appendix A- Pink)

Total (Include Tax breakdown): \$ _____

CYCLE 2: April 1, 2016 to March 31, 2017 (Appendix A- Green)

Total (Include Tax breakdown): \$ _____

CYCLE 3: April 1, 2017 to March 31, 2018 (Appendix A- Yellow)

Total (include Tax Breakdown): \$ _____

Comprehensive Price List - Emergency and Out of Scope of Project Requests

The Town of Assiniboia
 2015-2018 Tree Maintenance Tender- Project # **TOA-2015-01**
 Department of Parks, Recreation, Culture & Tourism

REFERENCES

List below, three references for which you have undertaken similar projects:

CLIENT	CONTACT NAME	PHONE NUMBER

List your firm's years of experience: _____

Is any beneficial Owner of the Bidder's company an employee of the Town of Assiniboia or a member of Town Council?

Yes No

I agree that the work will commence no earlier than April 1st each year and be completed by March 31st of the following year. If the work is not completed at this time the Town of Assiniboia has the right to cancel its contract with your company and have this contract fulfilled by another source, in accordance with the Declaration.

I also agree that all costs are included in the total Tender price (broken down by cycle), noted on the preceding page.

I have read and understand the terms and conditions.

I have received and allowed for Addenda Number _____ in preparing my Tender.
(Insert #'s or "None")

 Company Name

 Signature

 Print Name

 Title

 Street Address

 City/Town, Postal Code

 Telephone No. Fax No.

 E-mail Address

Dated: _____ 2015

Assiniboia

Heart of the Golden South



- CYCLE 1
- CYCLE 2
- CYCLE 3

- S SCHOOL
- P PARK
- H HOSPITAL
- M MUSEUM



APPENDIX A

GOLF COURSE
1 MILE S.
1 MILE E.