



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

REQUEST FOR QUOTATION

RFQ-2025-06-ROADSIDE BRUSH CUTTING

Along various municipal roads for 2025

Sealed Tenders, clearly marked
2025-06-Roadside Brush Cutting
will be received by the undersigned until 1:00 p.m.
on April 29, 2025.

All quotations to be submitted on Quotation Forms
available from the Township Office.

Lowest or any Quotation not necessarily accepted.

Tom Stoneman, Public Works Superintendent
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
roads@mckellar.ca
(705) 773-9001

Please Note:

Before submitting a Quotation package, the Public Works Superintendent can be contacted at (705) 773-9001 for further information.

Accessible Formats and Communication Supports Are Available, Upon Request

INFORMATION TO BIDDERS

1. Registration, Delivery and Opening of Quotations

Bidder's name, address, telephone number and email address shall be recorded on the "Request for Quotation Obtained Register," and contract documents and plans (where applicable) will be issued thereafter.

All bidders must obtain contract documents and be listed on the "Request for Quotation Obtained Register".

Quotations, sealed in an envelope and **clearly** marked with the project/contract title, the project/contract number and Submitter's name, will be received by The Corporation of the Township of McKellar, 701 Highway 124, ON, P0G 1C0 until **1:00 p.m.**, Local Time on the advertised closing date for receipt of Quotations. The use of the mail for the delivery of a Quotation will be at the risk of the Submitter.

On the closing day, commencing at **1:10 p.m.**, the envelopes will be opened locally, and the quotations will be read and recorded publicly at the above-mentioned address. The quotations will then be checked and analyzed.

2. Disqualification of Quotations

Under no circumstances will Quotations be considered which:

- a) Are received after the advertised closing date and time for Quotations.
- b) Are sent by fax or email.
- c) Are submitted by Submitters and are not on the "Request for Quotation Obtained Register".

3. Withdrawal or Qualification of Quotations

A bidder who has already submitted a Quotation may submit further Quotations at any time up to the official closing time. The last Quotation received shall supersede and invalidate all Quotations previously submitted by that bidder for this contract.

A bidder may withdraw their Quotation at any time up to the official closing time by submitting a letter bearing their signature and seal as in their Quotation to the Corporation of the Township of McKellar, 701 Highway 124, McKellar, ON, P0G 1C0. Such a submission must be received in sufficient time to be marked before **1:00 p.m.** local time on the date for closing of Quotations. The bidder shall show their name, project, and contract numbers on the envelope containing such letters.

No faxes or emails considered.

4. Informal or Unbalanced Quotations

All entries in the "Form of Quotation" shall be made in ink, by typewriter or printer. Uninitialed entries or changes made in pencil shall be deemed invalid.

Quotations which are incomplete, illegible or obscure, or contain additions not called for, erasures, alterations (unless correctly made and initialed by the bidder's signing officer), or irregularities

of any kind, shall be rejected. The Corporation of the Township of McKellar reserves the right to waive formalities at its discretion.

Bidders who have submitted Quotations that have been rejected by the Corporation of the Township of McKellar because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for Quotations.

Quotations that contain prices that appear so unbalanced as likely to adversely affect the interests of The Corporation of the Township of McKellar may be rejected. Wherever in a Quotation the amount quoted for an item disagrees with the extension of the estimated quantity and the quoted unit price, the unit price shall govern, and the amount and the Total Quotation Price shall be corrected accordingly, unless otherwise decided by the Corporation of the Township of McKellar.

If a Submitter has omitted to enter a price for an item of work set out in the *“Form of Quotation”*, their, unless they have expressly stated otherwise in their Quotation, will be deemed to have allowed elsewhere in the *“Form of Quotation”* for the cost of carrying out the said item of work and, unless otherwise agreed to by The Corporation of the Township of McKellar, no increase shall be made in the total Quotation Price on account of such omission.

5. Quotation

Each Quotation shall include the *“Information to Bidders”* and a completed *“Form of Quotation”*, together with any further forms or sheets which the Submitter is instructed elsewhere herein, or in any addendum hereto, to submit with this Quotation.

6. Omissions, Discrepancies and Interpretations

Should a bidder find omissions from or discrepancies in any of the Quotation documents or should they be in doubt as to the meaning of any part of such documents, they shall notify the **Public Works Superintendent**, preferably in writing and not later than four (4) days before the closing date for Quotations. If the **Public Works Superintendent** considers that a correction, explanation or interpretation is necessary or desirable, they will issue an Addendum to all who are listed on the *“Request for Quotation Obtained Register”*. No oral examination or interpretation shall modify any of the requirements or provisions of the Quotation documents.

The bidder also declares that in Quoting for the work and in entering into the contract they did not and do not rely upon information furnished by The Corporation of the Township of McKellar or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the job, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the Quotation or the agreement by The Corporation of the Township of McKellar, except information excluded explicitly from this sub-section.

7. Quantities are Estimated

The quantities shown for unit-price items in the *“Form of Quotation”* are estimates only and are used solely to establish a dollar amount based on unit price. For materials supplied on a unit-price basis, the Contractor will be paid for the actual measured quantities at the quoted unit prices.

8. Right to Accept or Reject Quotations

The Corporation of the Township of McKellar shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any bidder prior or after or because of the acceptance or the non-acceptance by The Corporation of the Township of McKellar of any Quotation or because of any delay in the acceptance of a contract being prepared and executed.

The Corporation of the Township of McKellar reserves the right to reject any or all Quotations and to waive formalities, as the interests of The Corporation of the Township of McKellar may require, without stating the reasons and the lowest or any Quotation will not necessarily be accepted.

9. Agreement and Contract Execution

If the successful bidder fails to provide The Corporation of the Township of McKellar with the executed agreement within the ten-day period, together with the requirements as specified within, The Corporation of the Township of McKellar may accept another Quotation, advertise new Quotations, negotiate a contract, or not accept any Quotation, as The Corporation of the Township of McKellar may deem advisable.

10. Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

When entering into this contract with the Corporation of the Township of McKellar, the contractor shall make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected bidder shall submit such statutory declaration or clearance letter to the Corporation of the Township of McKellar in duplicate, together with the Agreement executed by the said Submitter. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract.

The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements so that it can do business in Ontario.

11. Proof of Ability and Sub-Contractors

To aid the Corporation of the Township of McKellar in determining the responsibility of each bidder, the bidder shall complete the following statement sheets, which are attached herein:

Statement "A" states the bidder's experience in similar work that they have completed.

Statement "B" states the work and equipment the bidder proposes to use to perform the job.

Statement "C" gives a list of any subcontractor who will be carrying out any part of this contract. This list shall show the names of the proposed subcontractors and the work for which each subcontractor will be responsible.

12. Occupational Health and Safety

For the Occupational Health and Safety Act, the successful bidder is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the bidder that the *Occupational Health and Safety Act* provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project; and
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project are protected.

13. Inquiries During Quoting

Bidders are advised to contact Tom Stoneman, Public Works Superintendent, at 705-773-9001, with inquiries regarding the quotation documents.

14. Insurance

The contractor must carry general liability insurance of at least \$2,000,000.00 for any one claim. In addition, the Corporation of the Township of McKellar shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$2,000,000.00** coverage in any one claim, showing The Corporation of the Township of McKellar as one of the insured parties. The Submitter to whom this contract is awarded shall supply the Corporation of the Township of McKellar with proof of insurance and a copy of the policy before the signing of the contract by Municipal officials and provide coverage throughout the term of the agreement in the specified amounts.

15. Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by them or their employees or resulting from the prosecution of the works, or any of their operations, caused because of the existence, location or condition of works, or any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by them or them under this agreement and by these conditions and covenants and agrees to hold The Corporation of the Township of McKellar harmless, and indemnified for all such damages and claims for damage.

16. Additional Work

- a) The Public Works Superintendent (or his designate) must approve all unforeseen and/or additional work to be performed by the contractor before work commences.
- b) All additional work of a similar nature to this contract shall be charged at the contract unit price.

17. Method of Payment

Payment will be processed within thirty (30) days of the satisfactory completion of the work.

18. Anticipated Start Date

The anticipated start date for this contract will be at the call of the Public Works Superintendent and the successful bidder will be notified upon receipt of appropriate documentation exactly when the project commences.

19. Completion Date

The completion date will be November 28, 2025. If this time limit is insufficient to permit completion by the Contractor working a standard number of hours, the Contractor shall make changes to allow the work to be completed by the above date. Additional costs incurred shall be included in the price bid for the works.

20. Fixed Completion Date and Charges

1. Time shall be the essence of this Contract.
2. Progress of the Work and Time for Completion. The Contractor shall diligently prosecute the work on this contract in its entirety to the satisfaction of the Public Works Superintendent.
3. Liquidated Damages.

It is agreed by the parties to the Contract that if all the work called for under the Contract is not finished or completed within the dates of completion specified above, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and because of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$200.00** as liquidated damages for each and every calendar days delay in finishing the work beyond the dates of completion prescribed above. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period beyond the prescribed completion dates.

SPECIAL PROVISIONS

1. The Request for Quotation is to provide approximately 80 hours (but not guaranteed) of Roadside Brush Cutting using a rubber tire brusher with a minimum of 145 hp, a 50-inch cutter head, and a 25-foot reach along various municipal roads within the Township of McKellar. The brusher is suitable for cutting up to 4-inch diameter hardwood.
2. **Clean equipment** to prevent invasive species and plants. Before completing work for the Corporation of the Township of McKellar, the Public Works Superintendent or designate must inspect to ensure that the following general clean standard has been achieved on all equipment:
 - No clods of dirt should be visible after washing down.
 - Radiators, grills, and the interiors of vehicles should be free of accumulations of seed, soil, mud and plant material parts, including seeds, roots, flowers, fruit, and stems.
3. No work commences between May 18, 2025, and September 6, 2025.
4. Equipment to be used:
 - Minimum 85 h.p Tractor
 - 20' boom with 5' wide mower head

FORM OF QUOTATION

The bidder has carefully examined the Information to Bidders and accepts the said Provisions, Specifications and Conditions and hereby states that the prices outlined in this quotation include full compensation to furnish all machinery, tools, apparatus and other means of construction to complete the work required.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease (20% + or – with no change to unit costing), or deletion entirely if not found to be required.

Notification of acceptance may be given, and delivery of the “Form of Agreement” made by prepaid post may be addressed to the bidder at the address contained in this Quotation.

Project Description: Roadside Brush Cutting

Project Location: Various Municipal Roads

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY (*Estimated)	UNIT PRICE (per hour)	TOTAL Price (excluding HST)
1	Roadside Brush Cutting 2025	hours	115		
				Sub Total	
				HST	
				TOTAL QUOTATION PRICE	

***This quantity is estimated; the Township reserves the right to change this quantity by 10% + or -**

Offered on behalf of:

Contractor: _____

Address: _____

Telephone: _____

Authorized Signature: _____

Name (Print): _____

Witness: _____

Date: _____

**FORM OF QUOTATION
STATEMENT "A"**

Bidders Experience

As an integral part of this quotation, the bidder shall list their experience in work similar to that quoted, which they have completed.

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM PERFORMED	APPROXIMATE VALUE
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**FORM OF QUOTATION
STATEMENT "B"**

Proposed Work and Equipment

As an integral part of this quotation, the bidder shall provide below a statement of the work and equipment they propose to use for the job.

WORK:

EQUIPMENT:

**ORM OF QUOTATION
STATEMENT “C”**

**List of Proposed Sub-Contractors
(if applicable)**

SUB-TRADE

PROPOSED SUB-CONTRACTORS: _____

FORM OF AGREEMENT

THIS AGREEMENT was made in duplicate on this _____ day of _____ 2025

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

hereinafter called the "Township" of the FIRST PART

and

hereinafter called the "Contractor" of the SECOND PART

WITNESSETH that the "Contractor" for and in consideration of the payment provided herein to be made to the "Contractor" by the "Township", shall supply all labour, materials and equipment required to perform the work as described in

RFQ 2025- 06 ROADSIDE BRUSH CUTTING

along various municipal roads

In accordance with the accompanying "*Information to Tenderers*" and "*Form of Quotation*", all of which form part of this agreement.

WITNESSETH that the "Township" agrees:

1. To provide the "Contractor" with access to its land to the extent necessary to perform the work under this contract.
2. To pay the "Contractor" as outlined in the "*Information to Bidders*" of this Contract.

IN WITNESS WHEREOF, the "Contractor" and the "Township" have respectively affixed their corporate seals in the hands of their proper officers on the day and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of:
"CONTRACTOR"

Name of Contractor (Print) _____

Signature of Contractor _____

Witness _____

Date _____

THE CORPORATION OF THE
TOWNSHIP OF MCKELLAR

Mayor _____

Clerk/Administrator _____

Date _____