



## REQUEST FOR PRICE EXCAVATOR

RFP Number: 2023 – 007

Sealed Quotes will be received by: Township of Joly  
28 Municipal Lane (lower level)  
PO Box 519  
Sundridge, ON P0A 1Z0

Quotation Closing Date and Time: Thursday June 8, 2023 at 4:00 pm

Quotation Opening Date and Time: Tuesday, June 13, 2023 at 4:00 pm

Quotation Awarded: Tuesday, June 13, 2023 at 4:00 pm

RFP for: EXCAVATOR with operator to perform hourly work within the Township of Joly.

**Lowest or any quote not necessarily accepted.**

**Bidder's Name:** \_\_\_\_\_

## **REQUEST FOR PRICE EXCAVATOR WITH OPERATOR**

The Township of Joly is seeking a quote for an hourly rate for an operator and a excavator to work with the Roads Department employees to remove and replace culverts on Paisley Road and possibly Hill 14 Road. The Contractor will also be required to float the excavator to and from the jobsites.

### **QUOTATION PROCEDURES**

1. All inquiries concerning the quotation, prior to the closing, shall be directed to Pat Stickland, Working Road Foreman 705-495-9486.
2. Notification of Acceptance of Quotation will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A quotation may be voided by superseding it with a later quotation or letter of withdrawal, prior to the closing date and time.

### **TENDER REQUIREMENTS**

1. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$5,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
2. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

**Bidder Initial** \_\_\_\_\_

3. In order to avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides, in addition to other matters that:

A constructor shall ensure, on a project undertaken by the constructor that,

- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
- ii. every employer and every worker performing work on the project complies with this Act and the regulations, and;
- iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this contract, the Working Road Foreman, or authorized designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

**I have read and agree with the contents**

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**Signature of Bidder**

## **BASIS OF REJECTION OF QUOTATION**

Quotations not conforming to the following requirements will be disqualified:

1. Quotation must be legible, in ink, by typewriter, or by printer.
2. Quotation must be in possession of the municipality by the closing date and time.
3. Quotation must be on the form provided.
4. Quotation must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Quotation must not be restricted or modified in any way.

It is agreed that, upon acceptance in writing by the municipality, this quotation form becomes the “agreement for the performance of the work” between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the quotation opening.

I/We (the Contractor) promise to complete the work between July 15<sup>th</sup> 2023 and September 15<sup>th</sup>, 2023.

**I have read and agree with the contents**

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**Signature of the Bidder**

## **Force Majeure Clause**

The Contractor shall not be held liable or penalized under the terms of this Contract for failure to perform the Contract which is occasioned by war, an act of terrorism, strike, pandemic, epidemic, public health emergency, act of God, natural disaster, Order by a lawful governmental authority or any other casualty beyond the reasonable control of the Contractor (force majeure). For purposes of this Contract, the current COVID-19 Pandemic shall be deemed to be a continuing force majeure event. If the force majeure event causes the delay and performance of the Contract or a non-performance of the Contract, then the Contractor shall give notice in writing of its intent to rely upon this provision. The Contractor, upon giving written notice, shall secure the worksite utilizing best construction practices, in consultation with the Owner. Thereafter, the Contractor shall submit to the Owner, in writing, costs incurred or anticipated to be incurred by the Contractor on a weekly or bi-weekly basis as a consequence of the delay occasioned by the force majeure event and the owner shall pay the costs of the Contractor for the period that the Contractor cannot perform the Contract as a consequence of the force majeure event. The Contractor shall, at the request of the Owner, provided documentary proof of the expenses incurred. The Owner shall further extend the time for the performance of the Contract for a period that is equivalent to the time period of the force majeure event or longer as may be agreed upon between the Contractor and the Owner. The Owner shall pay the costs occasioned by the Contractor during this time of the non-performance on a weekly or bi-weekly basis as may be agreed upon between the Contractor and Owner. If a force majeure event results in a delay or non-performance of the Contract for a period of six (6) months or longer, then either party shall have the right to give written notice to terminate this Contract with immediate effect without liability toward the other party provided that the Owner shall pay the Contractor all amounts due under the Contract, to the date of such termination.

**Bidder Initial \_\_\_\_\_**

## **BASIS OF PAYMENT**

Payment at the Contract price shall be compensation in full for performing the work specified in the quotation for the supply of all labour, equipment and materials, except as otherwise provided in the contract, necessary to complete the work to the satisfaction of the municipality.

## **PAYMENT, HOLDBACK AND COMPLETION**

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality.

## **PERFORMANCE EVALUATION**

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

## **ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY**

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

## **COMPLETION DATE**

The Contractor shall complete work between July 15<sup>th</sup> 2023 and September 15<sup>th</sup>, 2023.

If the time limit is not sufficient to permit completion by the Contractor working on a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work. For the purpose of this quotation "Normal Hours" are defined as 7:00 a.m. to 5:00 p.m., Monday to Friday.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

**I have read and agree with the contents**

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**Signature of the Bidder**

## **GENERAL CONDITIONS**

### **1.0 Ontario Provincial Standard Specifications and Form M-100**

Form M-100 "General Conditions of Contract" and the Ontario Provincial Standards Specifications apply on this contract, unless otherwise stated in the attached tender documents. The particular revision in effect at the time the contract is advertised shall apply. Where further detail or clarification is required reference shall be made to the appropriate Ontario Provincial Standard Specifications.

### **2.0 Payment, Holdback and Completion**

Paragraphs 1-4, inclusive of Form M-100, Subsection 108-3 are cancelled and replaced by the following paragraphs.

The municipality shall prepare the estimate. In addition to the normal 10% holdback, additional holdback may be retained to cover any written liens submitted during the Contract.

As soon as possible following the certification of completion of the Contract, the municipality shall prepare the final estimate of payment and submit for certification by the Contractor and any sub-contractors. The Contractor shall return the certified final estimate and Worker's Compensation Board clearances within thirty (30) calendar days.

Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the municipality that the Contract is "complete". (See the Construction Lien Act).

**Bidder Initial** \_\_\_\_\_

## EXCAVATOR WITH OPERATOR

The Township of Joly is seeking a quote for an hourly rate for an operator and a excavator to work with Roads Department employees to remove and replace culverts on Paisley Road and possibly Hill 14 Road. The Contractor will also be required to float the excavator to and from the jobsites.

The excavation work is to be completed between July 15<sup>th</sup> 2023 and September 15<sup>th</sup>, 2023 as discussed with the Roads Department.

Specific details to be pre-arranged with Road Foreman (or authorized designate) upon award of quote. The successful bidder will be required to provide WSIB and proof of liability insurance covering the scope of this quote.

### **General Conditions and Specifications for Excavator with Operator are set out below:**

- A. Work is to be completed with a four-wheel drive rubber tire/ track excavator with a minimum reach of 9 meters.
- B. Excavator is to be floated by Contractor.
- C. Excavation is to be performed as directed by the Roads Department.
- D. The municipality is not responsible for damage to equipment due to rocks, wire, etc.
- E. Excavation shall be done at a time suitable to the Townships Working Roads Foreman, under his direction, and to his satisfaction.

**Bidder Initial** \_\_\_\_\_



If the successful contractor fails to commence work or neglects to proceed at a rate of progress satisfactory to the Corporation's Working Road Foreman, the Contract may become null and void and the Township shall have the right to then employ such means as required to complete the Contract. In such a case the Contractor shall forfeit any claim, entitlement or right to payment for work not done or performed.

The Contractor shall not employ for purposes of fulfilling its obligations under the contract to be signed, any person or sub-contractor not skilled in the work to be assigned to them.

Neither the Corporation nor the Contractor shall assign to a third party the work to be performed under this contract without the written consent of the other.

All vehicles and equipment shall be maintained in good running order for duration time. The successful contractor must keep the Working Road Foreman or his designate informed if equipment will be out of commission for any length of time, thereby delaying the time to complete the job at hand. No claim, demand or legal proceedings are to be brought against the Township in respect of damage to vehicles and equipment.

**Bidder Initial \_\_\_\_\_**

**QUOTE FOR EXCAVATOR AND OPERATOR RFP 2023-007**

Excavator and Operator per hour           \$ \_\_\_\_\_  
HST (HST # \_\_\_\_\_ )           \$ \_\_\_\_\_  
TOTAL HOURLY PRICE                           \$ \_\_\_\_\_

I/We (the Contractors) promise to perform the work between July 15<sup>th</sup>, 2023 and September 15<sup>th</sup>, 2023.

Name of the Individual or Firm \_\_\_\_\_  
(hereafter referred to as the "Contractor")

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Person Signing for Firm \_\_\_\_\_

Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Lowest or any tender not necessarily accepted**