



## Infrastructure Services

# Invitation to Tender

No. 2022-IS-22

## Tree Services

**For further information:**  
Len Thew  
lthew@ladysmith.ca  
250.245.6447

**Tender Issue Date:** Wednesday, November 30<sup>th</sup>, 2022  
**Tender Closing:** 1:00 p.m., Wednesday, December 7<sup>th</sup>, 2022  
**Tender Opening:** 1:15 p.m., Wednesday, December 7<sup>th</sup>, 2022  
Ladysmith Town Hall



**TOWN OF LADYSMITH**  
**INVITATION TO TENDER**

**1. Introduction**

The Town of Ladysmith (the "Town") invites Tenders from qualified and experienced contractors for the supply of Tree Services in accordance with the Tender Specifications attached as Schedule "A".

**2. Tender Submission**

Tenders delivered by courier, mail, or in person to the following location:

Attention: Matt O'Halloran, Manager of Corporate Services  
Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC  
V9G 1A2

will be accepted until **1:00 p.m. PST, Wednesday, December 7<sup>th</sup>, 2022.**

**3. Form of Tender**

Tenders must be completed using the Form of Tender, Tender Specifications and any applicable schedules and addenda as supplied.

**4. Tender Opening**

Tenders received by the Tender Closing Date and Time noted above at the Tender closing location will be opened in public at the Town Hall, at 410 Esplanade, Ladysmith at 1:15 p.m. PST on Wednesday, December 7<sup>th</sup>, 2022.

**5. Late Submissions**

Tenders received after the Closing Date and Time will be returned unopened to the Tenderer.

**6. The lowest or any tender will not necessarily be accepted**

Please review the Instructions and Conditions to Tenderers.

**FORM OF TENDER**

Date: .....

We the undersigned have received and carefully reviewed all of the Tender Documents, including the Addenda listed below, have full knowledge of the location of the Work and certify that we have complied with the Instructions to Tenderers.

Provided that this Tender is accepted within 60 calendar days from the Closing Date and Time, the undersigned offers and agrees to provide all labour and material to perform and complete the Work as specified in and in strict compliance with the Tender Documents, at the prices quoted in the Tender Documents, within the time specified, and in accordance with the terms and conditions set forth in the Tender Documents.

The undersigned undertakes to achieve substantial completion of the Work that is the subject of the Tender within \_\_\_\_\_ calendar days from award of the contract under this Tender.

The Tenderer is an  Individual  Partnership  Corporation (check where applicable) incorporated under the laws of .....

Name and Address of Individual, Partnership, or Corporation Tendering:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature and Title of person authorized to sign Tender:

\_\_\_\_\_

(Print or type name under signature)

.....  
.....  
.....  
.....

Telephone: .....

Facsimile: .....

Email: .....

**Addenda**

Acknowledgment is hereby made of receipt and inclusion of the following addenda to the Tender Documents:

Addendum

No. \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ pages

No. \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ pages

<b>INSTRUCTIONS AND CONDITIONS OF TENDERING</b>
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## 1.0 DEFINITIONS

In the Tender Documents the following words have the following meanings, unless the context otherwise requires:

**"Contract"** means an agreement for the performance of the Work to be executed by the Town and the Tenderer to whom the Work is awarded as applicable;

The Town of Ladysmith is referred to as **"the Town"**;

The successful tenderer is referred to as **"the Supplier"**;

The Director of Infrastructure Services is referred to as **"the Director"**;

**"Tender Closing Date and Time"** means the date and time stipulated in section 2 for the receipt of Tenders;

**"Tender Documents"** means the Invitation to Tender, the Form of Tender, the Instructions and Conditions of Tendering, the Tender Specifications (Schedule "A"), and all addenda; and

**"Work"** means all work to be done, performed and completed by the Tenderer under the Contract if awarded the Tender by the Town.

## 2.0 TENDER CLOSING DATE AND TIME

Sealed Tenders, made on the Tender Form provided, together with all other Tender Documents required will be received by the receptionist at the main reception desk addressed to:

**Manager of Corporate Services  
Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC  
V9G 1A2**

Tenders will be received up to **1:00 p.m. PST, on Wednesday, December 7<sup>th</sup>, 2022**. Tenders received after the closing time will be returned unopened.

The Tender Form being submitted must be signed by an authorized representative of the tenderer.

An award from this tender may require the approval of Town Council which, at its sole and unfettered discretion, can accept or reject any tender offered.

No tenderer may withdraw their tender within 60 days after the actual date of opening.

Tenderers are responsible for all costs relating to the preparation and submission of tenders.

This tender and any subsequent contracts resulting from this tender shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

It is the Tenderer's responsibility to allow sufficient time for their agent to deliver their Tender by the time and date specified above. The Tenderer should instruct their delivery agent to have the receptionist at the main reception desk at the Town Hall time and date stamp the Tender. The Town will apply its date stamp upon receipt of Tenders delivered by Canada Post or courier.

### **3.0 TENDER OPENING**

Tenders will be opened publicly at 1:15 p.m. PST on Wednesday, December 7<sup>th</sup>, 2022 at Ladysmith Town Hall, 410 Esplanade, Ladysmith (corner of Roberts Street and Trans Canada Highway).

### **4.0 TENDER SUBMISSION**

Late Tenders will not be accepted, opened or considered and will be returned unopened to the Tenderer upon the Town determining that the Tender was submitted after the Closing Date and Time.

### **5.0 FORM OF TENDER**

Tenders must be submitted on the form of the Tender Documents provided.

### **6.0 AMENDMENT OR WITHDRAWAL**

Tenders may be amended or withdrawn, provided written notice is received by the receptionist at the main reception desk at the Town Hall prior to the stipulated closing time on the Closing Date.

Revisions to bid prices should state changes to unit prices only.

No revisions or withdrawals will be accepted after the Closing Date and Time.

## **7.0 APPENDICES TO BE COMPLETED**

Tenderers must complete and submit as part of the Tender all Appendices that form part of the Tender Documents other than the Contract General Conditions attached as Schedule "C".

Any deviations from the specifications shall be separately noted in the space provided on the specification sheets, with separate information required attached.

## **8.0 PRICES AND GST**

Prices quoted are to be in Canadian dollars. Goods and Services Tax (GST) is to be shown as a separate item on the Form of Tender.

The prices shown as UNIT COSTS/HOURLY RATES on the Tender Form shall include all material costs, labour costs, and any other charges so as to be the final cost to the Town.

## **9.0 ORAL, EMAIL AND FACSIMILE TENDERS NOT ACCEPTED**

Oral, electronic mail or facsimile Tenders or amendments to Tenders will **not** be accepted.

## **10.0 COMPLETION OF TENDER AND ERRORS**

All prices and notations must be typewritten or written in ink. No erasures or additions to the Tender Documents are permitted. In the case of mistake in extension of price, unit price will govern.

In case of mistake by the Tenderer, the mistake must not be erased but crossed out with the correction typewritten or written in ink adjacent thereto and such corrections must be initialed by the Tenderer's authorized signing officer or employee referred to in the Instructions and Conditions of Tendering.

## **11.0 SIGNATURE REQUIRED**

All tenders must be signed in the place provided on the Form of Tender by an officer or employee having authority to bind the Tenderer by his or her signature.

## **12.0 BID IRREVOCABLE**

The Tenderer agrees that in submitting a Tender, the Tender will be irrevocable and remain open for acceptance by the Town for 60 (sixty) calendar days from the day following the Closing Date and Time.

No tender may be withdrawn after the Closing Date and Time without the written consent of the Town, which may be withheld in its sole discretion.

### **13.0 MISTAKE IN TENDER DOCUMENTS**

If the Tenderer discovers or suspects any ambiguity between the Tender Specifications (Schedule "A"), or any addenda, the Tenderer shall seek clarification from the Town, in writing, before submitting a Tender.

If deemed necessary by the Town, and in its sole discretion, an addendum will be issued to all parties that have indicated an interest in submitting a Tender. The Town reserves the right to revise, expand or delete any portion of the Tender Documents as part of the addendum.

Requests for clarifications must be submitted to the Town in writing and received not less than five (5) working days before the Tender Closing Date.

An addendum issued under this section will be considered to form part of the Tender Documents.

### **14.0 TENDER AWARD**

The Town reserves the right to reject any or all Tenders and the lowest or any Tender will not necessarily be accepted.

Without limiting the generality of Section 8, the Town reserves the right to:

- waive any informality or irregularity in a Tender;
- reject a Tender which contains qualifying conditions or otherwise fails to conform to these Tender Documents;
- reject any single Tender if only one Tender is received;
- make decisions regarding Tender acceptance with regard to:
  - compliance with specifications, warranties, lead times, price and any other such factors as may be relevant factors in determining which Tender will provide the Town with the best value based on quality, service and price;
  - the overall cost impact of the Tender on the operations of the Town including, where applicable, factors such as acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;



- the reputation and experience of the Tenderer and of the Tenderer's staff to be allocated to the Work, the supply of the goods and services or the supply of any equipment required by this Tender;
- the technical experience, financial resources, and environmental responsibility of the Tenderer;
- the Town's assessment of the capability of the Tenderer to perform the Work within the time frame required by the Town; and
- demonstration that the Work undertaken will meet or exceed requirements of environmental standards; and
- award the Work based on the best value to the Town based on quality, service, and price, and any criteria set out herein based solely on the Town's assessment of the tender.

#### **15. NO DUTY OF CARE**

It is the responsibility of the Tenderer to thoroughly examine the Tender Documents including any attachments and appendices to satisfy itself regarding the full requirements of the Tender and the Work.

While the Town has made reasonable efforts in good faith to ensure an accurate representation of information in this Tender, the information contained herein is supplied solely as a guideline for Tenderers, and the Town does not warrant or represent such information to be accurate, or complete.

The Tenderer acknowledges and agrees that in the preparation of the Tender, supply of oral or written information to Tenderers, review of Tenders or the carrying out of the Town's responsibilities under this Tender, the Town does not owe a duty of care to the Tenderers, and waives for itself, its successors and assigns, the right to sue the Town in tort for any loss, including economic loss, costs, expenses, losses, damages, or liability incurred by the Tenderer as a result of or arising out of any error, omission or misrepresentation occurring in the preparation of the Tender Documents, supply of oral or written information to Tenderers, review of Tenders or any document submitted in response to the Invitation to Tender.

Tenderers are solely responsible for their own expenses in preparing a Tender and for subsequent negotiations, if any. If the Town elects to reject any or all Tenders, or to cancel the Tender for any reason, the Tenderer acknowledges and agrees that the Town will not be liable to any Tenderer for any claims, including, without limitation, costs or damages incurred by the Tenderer in preparing the Tender, or loss of any anticipated profit in connection with the Work contemplated by this Tender, or any other matter whatsoever.

**16. QUERIES**

All enquiries regarding the tender submission process may be directed to Matt O'Halloran, Manager of Corporate Services by phone: (250) 245-6417 or email: [bid@ladysmith.ca](mailto:bid@ladysmith.ca).

All queries regarding the technical specifications forming part of this Tender may be made by contacting Bob Simpson by phone: (250) 245-6448 or email: [bsimpson@ladysmith.ca](mailto:bsimpson@ladysmith.ca).

**Schedule "A" - Tender Specifications**

**Tender No. 2022-IS-22 – Tree Services (2023)**

I/We hereby certify that I/we have read and fully understand the Instructions and Conditions of Tendering, Specification Sheet (where applicable) and Tender Form, below, and make the following offer:

To supply the following materials and/or services at the stated prices for the period of January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023:

<b>Service</b>	<b>Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>GST</b>
Labourer			
Skilled Worker			
Certified Utility Arborist			
Certified ISA Tree Risk Assessor			
Boom Truck (minimum 60 ft.)			
Chip Truck			
Stump Grinder			
Skidsteer			

- Invoicing must be received within 30 days.

**Qualifications Required:**

- BC Forest Safety Council Fallers Certification;
- BC Provincial Wildlife/Danger Tree Assessor;
- SAFE Certified BC Forestry Council;
- ISA Tree Risk Assessor Qualification;
- ITA Utility Arborist/ISA Certified Arborist Utility Specialist - when working around power lines;
- ITA Arborist Technician certification/ISA Certified Arborist;
- Demonstrated ability to safely remove trees using accepted industry standards;
- Ability to climb trees, spur-less climbing if required by Town;
- Ability to safely work from an aerial bucket; and
- Knowledge of the regulations pertaining to migratory birds, species at risk and wildlife in general in relation to coarse debris management and best management practices working around creeks, streams, lakes and other bodies of water

**Definitions:**

ISA - International Society of Arboriculture

ITA - Industry Training Authority

**Requirements:**

- Must have the ability to create Tree Risk Assessment Reports
- Must have Certified Utility Arborist Available
- Must have a 60 Ft. Boom Truck or Higher
- Availability within 1 days' notice
- Sub-contracting of work is not permitted without prior approval, in writing, from the Director of Infrastructure Services.

**Service Specifications:**

**Report Writing**

Tree risk assessment and report writing is a highly specialized skill that requires the Contractor to possess the ability to produce well-written reports and recommendations to mitigate risk. Reports will be reviewed by staff arborists who are also ISA Certified Arborists and ISA Tree Risk Assessors. For all report writing, Contractors are to follow the ISA Standards. For reports requested by the Town, one copy is to be forwarded to the Arborist or Town designate of specific department requesting the documentation. All reports submitted to the Town will become the property of the Town.

**Tree Removal and Stump Grinding**

Tree removal consists of the removal of the entirety of a hardwood tree and possibly the removal of its root system.

- 1) The Contractor shall comply with all general specifications standards described herein.
- 2) All diameter measurements for tree and stump removals shall be at diameter at trunk flare.
- 3) All diameter measurements for tree only removals shall be at diameter at breast height.
- 4) As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the Town Arborist or Town's designate, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- 5) The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion **MUST** be resolved by contacting the Town Arborist for assistance.

- 6) During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.
- 7) While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.

### **Tree Pruning**

A Service Request shall require Contractor to provide maintenance services on designated tree(s) as ordered by the Town Arborist or Town designate. Service Request requirements are as follows:

- The Contractor is required to abide by ANSI A300 Part One (1) for all Pruning Services for the Town.
- While performing work of any type, the tree worker shall inspect for any obvious hazards related to trees, including uplifted sidewalk segments (lifted over three quarters (3/4"), all hazardous situations should be corrected or promptly reported to the Town. Any structural defect or weakened tree shall be reported to the Town's designate.
- Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.
- Maintain the premises free of debris at all times. Upon completion of any Service Request, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises.
- Existing Town trash containers shall not be used for the disposal of debris collected by the Contractor.
- Notice the Town immediately of any unusual and hazardous conditions at the work site.
- Pruning will not:
  - Leave branch stubs
  - make unnecessary heading cuts
  - cut off the branch collar (not make a flush cut)
  - top or lion's tail trees (stripping a branch from the inside leaving foliage just at the ends)
  - remove more than 25 percent of the foliage of a single branch
  - remove more than 25 percent of the total tree foliage in a single year
  - damage other parts of the tree during pruning
  - use wound paint
  - prune without a good reason
  - use climbing spikes to climb the tree

**Types of Tree Pruning Service Requests**

- Structural Prune
- Crown Cleaning
- Crown Thinning
- Crown Reduction
- Crown Restoration
- Crown Raising

**Integrated Pest and Disease Management**

Integrated Pest and Disease Management is a technical skill that involves the management of pests and diseases of trees and landscape plants by employing cultural, mechanical, biological and chemical control methods, with chemical methods employed as a last resort. Contracted Services in this area may also require monitoring and reporting.

**ALL PRICES TO INCLUDE ENVIRONMENTAL FEE**

**For a contractor or a service company to do business with Town of Ladysmith they require the following:**

- A current Town of Ladysmith business license.
- Federal, provincial and municipal permits when and where applicable.

The Town may, in its sole discretion, extend the term by up to two further years by negotiation.

**Early Payment Discount: \_\_\_\_\_% \_\_\_\_\_ Days (Minimum 10 Days)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule "B"  
Subcontractors**

**1. List of Subcontractors, if any:**

(1)

(2)

(3)

**Schedule "C"**  
**Contract General Conditions**

**1. Payment**

Payment by the Town, subject to any holdbacks under the *Builder's Lien Act (British Columbia)* or any amounts held back under the Contract for deficiencies or other reason will be made within thirty (30) days after completion of the Work and/or delivery of tendered equipment, receipt of invoice, and acceptance by the Town. The Work will not be accepted for payment until all conditions and tendered specifications have been met.

**2. Notices**

Any notice required to be given in this contract shall be deemed to be duly given to the Town if sent by registered mail addressed to the Town of Ladysmith, PO Box 220, Ladysmith, BC V9G 1A2 and to the contractor if sent by registered mail at the address set forth in the Tender.

**3. Ownership of Tender & Freedom of Information and Confidentiality**

All documents submitted in response to this Tender shall become the property of the Town and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.

The Tenderer should advise the Town in writing if any information is supplied as part of the Tender processing confidence and to which Section 21 of the *Freedom of Information and Protection of Privacy Act* applies.

**4. Queries**

All queries regarding the technical specifications forming part of this Tender may be made by contacting Bob Simpson by phone: (250) 245-6448 or email: [bsimpson@ladysmith.ca](mailto:bsimpson@ladysmith.ca).

**5. Indemnification**

In carrying out these works, the Supplier will act as an independent contractor and must agree to keep the Town indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Supplier.



## 6. Insurance

The Supplier shall submit to the Town, upon acceptance of the tender, a Certificate of Insurance containing the following:

- a provision naming Town of Ladysmith as an additional insured to the Liability Policy;
- a Cross Liability Clause;
- Comprehensive General Liability in an amount not less than **\$5,000,000.00**;
- A provision requiring the Insurer to give the Town 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
- Liability insurance in an amount not less than **\$5,000,000.00** with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.

## 7. Safety

In tendering for this work, the Supplier, when called upon to enter into contract with the Town, will be bound to comply with and be subject to the provisions, rules and regulations of the Workers' Compensation Act, and with all other Statutes and Municipal by-laws pertaining to the work.

All materials delivered and services provided must be in accordance with all laws, regulations and requirements of B.C. Workers' Compensation Board and Occupational Health and Safety Legislation.

Proof of WorkSafe registration must be submitted, along with proof of up-to-date assessment payment, prior to commencement of work.

## 8. Sub-Contracting

Sub-contracting of work is not permitted without prior approval, in writing, from the Director of Infrastructure Services.

## 9. Quantities

Anticipated quantities listed in the tender forms are estimated annual requirements based on historical and anticipated usage. The Town will not be responsible for any variations in usage.

## 10. Cancellation

The Town reserves the right to cancel this Tender at any time and for any reason,

and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Tenderer as a result of that cancellation.

The Town reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days' written notice to the Contractor, and the Contractor will have no rights or claims against the Town. Cancellation would not, in any manner whatsoever, limit the Town's right to bring action against the Contractor for damages for breach of contract.

**11. Tenderers' Expenses**

Tenderers are solely responsible for all their own costs/expenses relating to the preparation and submission of tenders. If the Town elects to reject all tenders, the Town will not be liable to any tenderer for any claims, whether for costs or damages incurred by the tenderer in preparing the tender, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

**12. Limitation of Damages**

Without limiting the provision of the previous clause, the Tenderer, by submitting a Tender, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, including any costs incurred by the Tenderer in preparing its Tender and the Tenderer, by submitting a Tender, waives any claim for loss of profits if no Contract is made with the Tenderer.

**13. Responsibility of Tenderers**

Each tenderer is responsible for informing themselves as to the contents and requirement of this tender including the Town's Purchasing Policy, which governs the award of this tender. The Purchasing Policy may be requested from Town Hall. Each tenderer is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the tender and to prepare and submit their tender. The Town will not be responsible for any loss, damage or expense incurred by a tenderer as a result of any inaccuracy or incompleteness in this tender, or as a result of any misunderstanding or misinterpretation of the terms of the tender on the part of any tenderer.

If a Tenderer is in doubt as to the true meaning of any part of this Tender, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the office of Manager of Corporate Services and, if deemed necessary by the Town, an addendum will be issued to all firms registered as having received this Tender. This procedure also applies should the Town, of its own accord, wish to expand or delete any part of this Tender.

**14. Accuracy of Information**

The Town makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the Tender.

**15. Dispute Resolution**

In the event of a dispute between the Town and the Supplier, both parties agree to appoint representatives who, in good faith, will use their best efforts to resolve the dispute.

Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required, being understood that neither party will jeopardize any claim that they may have.

Both parties agree to resolve the dispute using a single arbitrator as provided for under the Commercial Arbitration Act of British Columbia with the costs being split equally between the parties.

Any verbal representations, promises, statements or advice made by any employees of the Town, other than that offered through the Manager of Corporate Services, should not be relied upon.