

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES**

**RFQNUMBER:** EF - 2019-01  
EQUIPMENT RENTAL &  
OPERATOR  
REQUEST FOR QUOTES (RFQ)

**Sealed RFQs will be  
received by:**

Attention: Clerk  
Municipality of St.-Charles  
2 King St. East, ON  
P0M 2W0, St.-Charles

**RFQ Closing Date:** Wednesday, May 29<sup>th</sup>, 2019

**RFQ Closing Time:** 3:00pm LOCAL TIME

**RFQ Opening Time:** Wednesday, May 29th, 2019 at 3:15pm

**RFQ for:** EQUIPMENT RENTAL

**Location:** ROAD CONSTRUCTION –  
Install 2 x arch pipe 4720 mm  
x 3070 mm Musky Bay Road,  
St.-Charles

Note: Lowest or any Quotes not necessarily accepted

**MUNICIPALITY OF ST.-CHARLES  
EQUIPMENT RENTAL RFQ-HOURLY RATES**

**EF 2019—01**

**INSTRUCTIONS TO PROVIDERS**

Providers are requested to comply with the following instructions:

1. If you are the successful provider, and do not provide the bid equipment as required by the Director of Public Works, you will be disqualified from bidding on any other Municipal project for a period of up to two years.
2. Only experienced Operators will be allowed to operate specific machinery, otherwise the Municipality reserves the right to terminate the rental agreement.
3. Contractors are invited to submit in a separate envelope, a list of additional available equipment/machinery that could also be made available for various projects. This list and the rates will be used as a reference in the event that unforeseen road projects require the Municipality to rent equipment.
4. In addition, providers are requested to provide a date of when this equipment can be made available to the Municipality.
5. Only sealed envelopes clearly identified will be accepted.
6. The following documentation will have to be provided for evaluation purposes; current WSIB Insurance Certificate, accident history statement from WSIB, and a copy of liability insurance.
7. While on jobsites, all CVOR and WSIB certificates shall be updated as required.
8. All licensed vehicles will be subject to inspection prior to approval on the jobsite.
9. Hours of work will be 10-hour days, from Monday to Friday (unless statutory holiday).
10. The Contractor and Operators will be requested to sign and adhere to the Municipal Health and Safety Policies by signing the responsibility agreement prior to starting construction.
11. The Contractor shall employ only trained, competent and skilled people.

12. The Contractor shall maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. This shall be done at the expense of the Contractor. The Contractor shall comply with all Federal, Provincial, and Municipal government laws and regulations which are applicable to its business. The Contractor further agrees and acknowledges that any violation of the Municipal Safety rules or legislated requirements of the Occupational Health and Safety Act or regulations is justification for immediate termination of its contract with the Municipality, without any further obligation on the part of the Municipality.
13. The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection, with the services performed or required to be performed under this Contract.

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

Prior to the beginning of the Contract the contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the Clerk of the Municipality.

POLICY NO. \_\_\_\_\_ INSURANCE CO. \_\_\_\_\_

AMOUNT: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

14. The Municipality reserves the right to accept or reject any or all submissions and to accept rates from one or more providers all at the sole discretion of the Municipality.
15. All inquiries, concerning the tender, prior to tender closing shall be directed to:

Royal Lafleur  
 Director of Public Works  
 705-561-1123 (cell)  
 rlafleur@stcharlesontario.ca

## GENERAL INFORMATION TO PROVIDERS

Quotations for hourly rate of equipment rental will be received on the attached "Form of Prices" up to the closing time at the Municipal Office. Providers shall note that the RFQ covers rates for the rental of equipment that the Municipality may require and use during a period of the summer operation.

1. The operators of each piece of equipment offered for rental shall be fully trained, qualified and experienced. If the operator of any piece of equipment rented is not performing or operating the equipment safely or to the satisfaction of the Director of Public Works or his duly authorized representative, the Director of Public or his representative shall have the right to suspend the operation, terminate the contract and have the equipment and the operator removed from the job site.
2. All equipment offered for rental must be in good mechanical and operating condition and must be made available for inspection by the Municipality before said equipment commences work. Such inspection is not to be construed as an endorsement or approval of the mechanical or operating condition of the equipment and does not relieve the owner or operator from liability for such equipment.
3. Evaluation will be carried out by staff to determine the most appropriate equipment needed, to the best interest of the Municipality, for carrying out a specific task based on the submitted rental rate with float charges, the capacity of the equipment such as bucket size, truck box capacity, etc... together with the Contractor's CVOR, WSIB ratings and work related experience.
4. The Municipality will be operating its own equipment and will be working side by side with the rented equipment while carrying various tasks.
5. The submitted rental rates will be ranked and prioritized in a resource table and equipment will be requested for the use of the Municipality during construction projects when required. The Municipality reserves the right to group the rates from one Contractor on a project basis.
6. The rental equipment and the hours of work will be used as and when required. No distinction will be made between overtime and regular time as far as the rental rate is concerned, that is, there will not be additional payment made for working overtime, weekends, statutory holidays, if and when required.
7. Equipment operator is to turn in report of the hours worked **daily**, to the Director of Public or his delegate.
8. The successful provider shall not make any assignment or any sub-contract for the execution of any of the work hereby quoted on. Proof of total or partial ownership or proof of interest invested in a given piece of equipment must be made available by the Contractor upon request.

9. The successful provider shall in all respects comply with all Statutes, Laws and Regulations applicable to the work and to persons employed on or in connection with the work. The successful provider shall indemnify the Corporation from and against all liability under such Statutes, Laws and Regulations and in respect of all claims that may arise or be made against the Corporation of the Municipality of St.-Charles at common law or otherwise by reason of injury or death or any employee or employees of the successful provider and / or sub-contractor employed in the work.
10. Any loss or damage to the rented equipment, caused by fire and/ or theft and/ or malicious damage and/or Acts of God, is to be the sole responsibility and expense of the successful provider.
11. The successful provider, his agents and all workmen and persons employed by him or under this control shall use due care that no person is injured and that no property is damaged in the execution of the work and the successful provider shall be solely responsible for all damages, to person or property, including theft, whether the property is owned by the Corporation of the Municipality of St.-Charles or any of its employees.
12. Should the successful provider experience an equipment breakdown, such equipment shall be removed from the job site as quickly as possible for repair. If additional or replacement equipment is necessary, it will be the responsibility of the successful Contractor to secure such equipment within one hour of said breakdown.
13. Should the successful Contractor experience a breakdown with his equipment, or remove his equipment from the work area for any reason whatsoever, the Municipal Director of Public Works or his agent is to be notified immediately, and an explanation provided as to why the equipment is to be taken out of service.
14. Any down time for lunches or coffee breaks for the operators of the equipment as well as down time for the servicing and repairing of the equipment or for any other downtime not specified, but at the Operators discretion shall not be included in the hourly rate to be charged to the Municipality.
15. The cost of haulage and the time required for the hauling of the equipment to be rented, to and from job site, shall not be included in the hourly rate to be charged to the Municipality.
16. Quotation for rental equipment shall remain firm and effective for a period of six (6) months from the award date.

**Bid Form**

**The Corporation of the Municipality St.-Charles**

**RFQ 2019-01 Equipment Rental & Operator**

**Request For Quotes Specification**

- **Project:** To install 2 x arch pipe 4720 mm x 3070 mm
- **Scope:** Excavate to remove two existing pipes and install 2 new arch pipe and backfill.
- **Location:** Musky Bay Rd at 100 m east of the intersection of Casimir Rd & Musky Bay Rd.
- **Tentative date:** July 2 to July 16, 2019. This project is weather dependent and may be modified.
- **Time:** between 7:00 am to 5:30 pm daily Monday to Friday (up to 10 Hour Day / 50 hours per week)
- **Other:** Must supply an excavating and ditching bucket
- **Duration:** Approximately 100 hours

**FORM OF PRICES**

***EXCAVATOR & OPERATOR-*** based on approximately 100 hours. Please price a 30 tonne or greater.

<b>MODEL</b>	<b>MAKE</b>	<b>YEAR</b>	<b>SIZE</b>	<b>HOURLY RATE INCL. TAXES</b>	<b>FLOAT CHARGE INCL. TAXES</b>

**(Lowest or any Quotes not necessarily accepted.)**

Contractor (Bidder): \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_